THE

North-China Herald.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.

H. M.'s Legation, Shanghai, 22nd June, 1860.

E. ST. JOHN NEALE,
Secretary of Legation.

VOL. XVI., N°. 756. SHANGHAI, SATURDAY, JANUARY 21, 1865. PRICE, TAELS 15 ₱ ANNUM.

INTIMATIONS.

CONSULATE GENERAL OF THE UNITED STATES.

Shanghai, July 9th, 1864.

To D. LEROY, *Absconding Debtor.*

WHEREAS, A. E. ROSENTHAL, Esq., member of the firm of Messrs. BLUM, BROTHERS & Co, of Shanghai, personally appeared before me, GEO. F. SEWARD, *United States Consul General*, and made Oath that the firm now or lately doing business in Shanghai, under the name of DUNN & Co., whereof you are a member, is indebted to said firm of BLUM, BROTHERS & Co. in the sum of dollars 2638.50.

Therefore you are hereby notified, that your property in the ha ds of Messrs. ANGEL & Co. of Shanghai, is attached for the payment of said debt, with interest and costs, and that unless you appear before me within six months from this date, to answer in a suit commenced against said firm of DUNN & Co. by Messrs. BLUM, BROTHERS & Co. to recover said sum, Judgment will be given against you, for said sum, interest and costs.

GEO. F. SEWARD,
U. S. Consul General, Actg. Judicially.
30jy-65 483

NOTICES OF FIRMS.

NOTICE.—We have this day established ourselves as *General Commission Agents and Brokers, Land Agents, Auctioneers of damaged Goods, &c.*, under the style and firm of REYNOLDS & Co.

EDWARD ANDREW REYNOLDS.
OLIVER RICHARD CROCKETT.

Hong Name—*Lee Foo* 利富

Corner of Pekin and Kearsgoo Roads.
2ja 538 Shanghai, 2nd Jan., 1865.

NOTICE.—The Undersigned have this day entered into partnership as Medical Practitioners at this Port.

During Dr SIBBALD's temporary absence, his practice will be carried on by *Drs.* HENDERSON and JOHNSTON.

F. C. SIBBALD, M.D.,
M. R. C. S. E.
JAS. HENDERSON, M.D.,
F. R. C. S. E.
JAS. JOHNSTON. M.D.,
M. R. C. S. E.
31ma 559 Shanghai, 1st Jan., 1865.

NOTICE.—The Undersigned begs to announce that he has established himself at this port as *Tea Taster and Inspector*, and all orders confided to his care will receive his best attention.

J. OSBORNE.
tf 516 Shanghai, Sept. 8th, 1864.

NOTICE.

WE have this day established ourselves at this place, as *Public Sick Inspectors and General Commission Merchants*, under the style and firm of MAERTENS, LATHAM & Co.

AUG. H. MAERTENS.
THOS. STANLEY LATHAM.
8jy-65 470 Shanghai, 1st July, 1864.

NOTICE.

THE Undersigned (in the absence of Mr. ALBERT ROBINSON, M. Inst., C. E.) having been appointed Agents for Messrs. RANDOLPH, ELDER & Co., Engineers and Shipbuilders, Glasgow, are prepared to give full particulars concerning the cost of Steamers, Steam Dredging Vessels, Screw Pile Wharves, &c., and to contract for same at home prices.

Plans, models, and specifications of the above can be seen on application.

GLOVER & Co.
tf 434 Shanghai, 18th May, 1864.

NOTICE.—MR. H. A. KNOOP is from this day authorised to sign our Firm by procuration.

KNOOP & Co.
8oc-65 517 Shanghai, Oct. 8th, 1864.

NOTICE.—The interest of Mr. JAMES JOSEPH MACKENZIE and of the late Mr. HENRY HUBBARD in our Firm, ceased on the 30th June last.

DENT & Co.
8fe 531 Shanghai, 1st Nov., 1864.

NOTICE.

I HAVE this day admitted Mr. R. H. BALDWIN as Partner in my business, which will in future be carried on under the style of J. H. WIGNALL & Co.

J. H. WIGNALL & Co.
tf 418 Shanghai, 16th April, 1864.

NOTICE.

ON the first of May 1864, Mr. JOHN BROADHURST TOOTAL was admitted a partner in the business of the undersigned in China.

NICHOL LATIMER & Co., Shanghai.
LATIMER LITTLE & Co., Kiukiang.
tf 467 Shanghai, 6th June, 1864.

NOTICES OF FIRMS.

NOTICE.

I have *This-day* established myself at this Port as Merchant and General Commission Agent, under the firm of PICKENPACK & Co.

V. PICKENPACK.
18fe 540 Ningpo, 17th Nov., 1864.

NOTICE.

I have this day admitted MR. J. W. WOOD a Partner in my business, which will in future be carried on under the Style and Firm of CERRUTI, WOOD & Co.

G. E. CERRUTI.
tf 362 Ningpo, 10th February, 1864.

NOTICE.—Mr. JOHN MORRIS has this day been admitted as partner in our firm.

ACKSON & Co.
tf 332 Ningpo, 1st Nov., 1864.

NOTICE.

THE Undersigned begs to notify that he has commenced business as *Public Tea Inspector and General Commission Agent.*

W. B. KINNEAR.
tf. 452 Foochow, 10th June, 1864.

NOTICE.

I have established myself at this port as *Public Tea Inspector & Commission Agent.*

E. HENRY HOW.
tf 412 Foochow, April 1st, 1864.

NOTICE.

THE Undersigned have this day established a Branch of their business, as *Merchants and Commission Agents*, at this Port under the management of Mr. WILLIAM ADAMSON.

THE BORNEO COMPANY "LIMITED."
tf 218 Hongkong, 1st August, 1863.

NOTICE.—MR. EDWARD PETTIT has this day been admitted a Partner in our Firm.

MR. EARNEST DEACON is authorised to sign our Firm per procuration.

DEACON & Co.
7ap 563 Canton, 1st Jan., 1865.

NOTICE.

THE partnership hitherto carried on by the Undersigned EDWARD TOWNEND and by RICHARD BELL DAVIES at Hankow, as *Commission Agents*, under the style of DAVIES TOWNEND & Co., has been dissolved by consent.

EDWARD TOWNEND.
4fe-65 530 Hankow, Sept. 1st, 1864.

NOTICE.

WE have this day established a branch of our firm at Kiukiang under the management of Mr. W. F. B. SAMS who is authorised to sign our firm.

INNES & Co.
tf 457 Hankow, 1st July, 1864.

NOTICE.

WE have established a branch of our Firm at Chefoo, and Mr. J. D. THORBURN will sign our Firm per procuration at that place.

MEADOWS & Co.
tf 297 Tientsin, 2nd November, 1863.

NOTICE.

I HAVE established myself at this Port as *Merchant and General Commission Agent* under the style of DETMERING & Co.

W. DETMERING.
tf 260 Chefoo, September 1863.

NOTICE.

MR. JAMES DAVIS is this day admitted a Partner in our Firm.

FERGUSSON & Co.
2ap 564 Chefoo, 1st January, 1865.

NOTICE.—The Business hitherto carried on in Yokuhama, Japan, by Mr. JAMES S. DOWNIE, will in future be conducted under the name of FLETCHER & Co.

Mr. JAMES S. DOWNIE is authorised to sign our Firm per procuration.

FLETCHER & Co.
22ap 525 China, 18th October, 1864.

NOTICE.—We have this day established ourselves at this place as *Merchants and Commission Agents* under the style and firm of DIECKMANN, BROTHERS & Co.

H. WILH. DIECKMANN JR.
RICHD. DIECKMANN.
Nekolajefsk on Amur, July 1st, 1864.
24ma 511

NOTICE.

THE Undersigned has established himself at this Port as *Merchant, Commission Agent, Ship Broker, &c.*

ALEX. P. PORTER,
Late Agent for Messrs. Dent & Co.
4my-65 534 Hakodadi, 1st Nov., 1864.

NOTICE.

MR. MARON is from this day authorized to sign our Firm *per procuration* in China and Japan.

FAJARD SCHAUWECKER & Co.
tf 438 July 9th, 1864.

JOHN POOK,
Commission Agent
4, LIME STREET SQUARE,
LONDON.
tf *E. C.*

INSURANCES.

CITY OF GLASGOW.

Fire Assurance Company.

ESTABLISHED IN 1838.

Subscribers Capital £600,000

Accumulated Funds at 20th January, 1864, (£460,000.)

Annual Revenue at that date £103,000.

THE Undersigned having been appointed Agents for the above Company in Japan and China, are prepared to accept risks, on terms, particulars of which can be obtained on application to

JARVIE THORBURN & Co.
5no-65 529 Shanghai, 1st Nov., 1864.

NORTHERN ASSURANCE COMPANY.

THE Undersigned have been authorised to grant POLICIES against Fire on buildings owned by Europeans and in the occupation of Chinese, provided such buildings are of first class construction and situated in the Foreign Settlement.

TURNER & Co.
tf Shanghai, 9th April, 1862.

IMPERIAL FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents for the above named Company, at this Port are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Goods stored thereon.

GIBB, LIVINGSTON & Co.
tf Shanghai, 15th September, 1858.

COMMERCIAL UNION ASSURANCE COMPANY.

Marine Branch: 5 ROYAL EXCHANGE AVENUE, LONDON.

CAPITAL, . . . 2,500,000.

THE Undersigned having been appointed Agents for the *Marine Branch* of the above Company, are prepared to issue Policies at current rates of Premium.

GIBB LIVINGSTON & Co.
tf 258 Shanghai, 14th Oct., 1863.

NORTH-CHINA INSURANCE COMPANY.

THE undersigned, as Agents for the above Company, accept Risks on produce shipped from this Port to Shanghai, Amoy, Foochow, Swatow and Hongkong.

MAITLAND, BUSH & Co.
Hong name—Wha-kee.
tf 370 Newchwang, January 1864.

BATAVIA SEA AND FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents of the above named Company are prepared to issue Policies of Insurance against Marine Risks to the Extent of Forty Five Thousand Mexican Dollars (Mex. $45,000) payable in either London or Amsterdam or any of the principal ports in India and China.

HAGEMEYER & Co.
25jy-65 185 Hankow, 9th July, 1863.

LIVERPOOL & LONDON & GLOBE FIRE INSURANCE COMPANY.

THE Undersigned are authorized to grant Policies against Fire on Buildings or their Contents to the extent of £20,000 at this Port, Hankow, Kiukiang and Tientsin, also on approved Chinese Buildings to the extent of £5,000.

DOW & Co.
31de 325 Shanghai, 5th Oct., 1864.

BOMBAY ROYAL INSURANCE COMPANY.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Policies against Marine Risks on the usual terms and conditions.

DAVID SASSOON SONS & Co.
tf 170 Shanghai, 29th June, 1863.

UNIVERSAL MARINE INSURANCE COMPANY LIMITED.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Policies against Marine Risks at the Current Rates of Premium.

DOW & Co.
31de-65 324 Shanghai, 1st January, 1864.

EASTERN MARINE INSURANCE COMPANY, REGISTERED.

THE business of this Company has been transferred to THE HOME & COLONIAL ASSURANCE COMPANY, LIMITED who will settle all claims on policies issued by the first named Company.

TURNER & Co.,
Agents
tf 479 Shanghai, July 26th, 1864.

THE LONDON AND ORIENTAL STEAM TRANSIT INSURANCE OFFICE.

137, LEADENHALL STREET, LONDON.

JAMES HARTLEY & Co., *Managers.*

ESTABLISHED 1843.

THE Undersigned having been appointed Agents at Nagasaki for the above office are prepared to accept risks by first class steamers.

GLOVER & Co.
2jy-65 465 Nagasaki, 1st July, 1864.

INSURANCES.

ALLIANCE FIRE ASSURANCE COMPANY.

Capital £5,000,000 Sterling.

President:
Sir MOSES MONTEFIORE, Bart., F.R.S.
Board of Direction:
JAMES ALEXANDER, Esq., (Alexander, Fletcher & Co.)
C. J. BARNETT, Esp., (Barnett, Hoare, Barnett & Co.)
G. H. BARNETT, Esq., Glympton Park, Woodstock.
BENJAMIN COHEN, Esq., New Court.
JAMES FLETCHER, Esq., (Alexander, Fletcher & Co.)
WILLIAM GLADSTONE, Esq., (Thomson, Bonar & Co.)
G. J. GOSCHEN, Esq., M.P., for the City of London, (Fruhling & Goschen.)
SAMUEL GURNEY, Esq., M.P. for Penryn and Falmouth.
JAMES HELME, Esq., Director of the Provincial Bank of Ireland.
SAMPSON LUCAS, Esq., (Lucas, Micholls & Co.)
ELLIOT MACNAGHTEN, Esq., Director of the Provincial Bank of Ireland.
THOMAS MASTERMAN, Esq., Collingwood House, Brighton.
J. M. MONTEFIORE, Esq., Director of the Provincial Bank of Ireland.
Sir ANTHONY DE ROTHSCHILD, M.P., for the City of London.
THOMAS C. SMITH, Esq., 23, Oxford Square, Hyde Park.

ASSURANCES on buildings and contents, accepted at lowest current rates. Losses promptly and liberally settled.

JARDINE, MATHESON & Co.,
Agents in China.
tf 437 Shanghai, 20th May, 1864.

GUARDIAN
FIRE & LIFE ASSURANCE COMPANY
11, LOMBARD ST. LONDON.
Established 1821.

CAPITAL TWO MILLIONS STERLING.

Directors.
Sir Minto Farquhar, Bart., M.P., *Chairman.*
Charles Wm. Curtis, Esq., *Deputy. Chairman.*
Henry Hulsey Berens, Esq.
Henry Bonham Carter, Esq.
Charles F. Devas, Esq.
Francis Hart Dyke, Esq.
Sir Walter R. Farquhar, Bart.
James Goodson, Esq.
Thomas Hankey, Esq., M.P.
John G. Hubbard, Esq., M.P.
F. H. Jansen, Esq.
G. J. Shaw Lefevre, Esq., M.P.
John Martin, Esq.
Rowland Mitchell, Esq.
James Morris, Esq.
Henry Norman, Esq.
Henry R. Reynolds, Esq.
Abraham John Robarts, Esq.
William Steven, Esq.
Henry Vigne, Esq.

SECRETARY.
Thomas Tallemach, Esq.

ACTUARY.
Samuel Brown, Esq.

Superintendent of Fire Department.
Isaac Delvalle, Esq.

The undersigned have been appointed Agents to the above named Company in China and are prepared to grant Policies here or at any of the Treaty Ports against Fire on the usual terms.

ALFRED WILKINSON & Co.
26ju-65 455 Shanghai, 25th June, 1864.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one Building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.

SMITH, KENNEDY & Co.
tf Shanghai, 25th February, 1859.

MANCHESTER FIRE ASSURANCE COMPANY.

ESTABLISHED 1824.

CAPITAL—ONE MILLION STERLING.

Board of Directors in Manchester.

EDMUND BUCKLEY, Esq., Chairman.

DAVID HARRISON, Esq., Deputy-Cosirman.

John Barratt, Esq.
Edmund Buckley, jun., Esq.
John Chapman, Esq., M.P.
T. Bazley Foster, Esq.
John Heugh, Esq.
Bernhard Lindsey, Esq.
Alfred Milne, Esq.
Joseph Peel, Esq.
Geo. Wilkinson, Esq.

Board of Directors in London.

Thomas Q. Finnis, Esq., Alderman, Chairman.
John Cunliffe Pickersgill, Esq., Deputy-Chairman.
Henry C. Gilliott, Esq.
Patrick D. Maitland, Esq.
William Mallalieu, Esq.

THE undersigned having been appointed Agents for this Company, are prepared to grant Policies against Fire, on buildings or their contents, in Shanghai and Hankow.

HOLLIDAY WISE & Co.
tf 514 Shanghai, 26th Sept., 1864.

THE NORTHERN ASSURANCE COMPANY.

CAPITAL £1,250,760 STG.

THE Undersigned, Agents for the above Company, are prepared to grant Insurances against Fire to the extent of £10,000 Stg. on any one Building, or on its contents.

For Terms, &c., apply to

TURNER & Co.
tf Shanghai, 3rd February, 1862.

INSURANCES.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

CAPITAL—TWO MILLIONS STERLING INCOME—THREE HUNDRED THOUSAND POUNDS PER ANNUM.

TRUSTEES:
JOHN SHAW LEIGH, Esq. | JOHN NAYLOR, Esq.
CHARLES TURNER, Esq., *Chairman.*
RALPH BROCKLEBANK, Esq., *Deputy Chairman.*

THE Company is now prepared to grant Policies to the extent of £15,000 on any one Building of European construction or its contents, and to accept Chinese risks to the extent of £8,000 in any locality within the Settlement.

Premiums are payable in drafts at 30 days sight (favor of PERCY M. DOVE, Esq.)

BOWER, HANBURY & Co.,
Agents for Shanghai.
tf 295 Shanghai, 21st Nov., 1863.

SUN FIRE OFFICE.

LONDON.

Establis ed in 1710.

Managers:
WILLIAM HAMILTON, Esq.,
Chairman & Treasurer.
CHARLES B. FORD, Esq.,
Deputy Chairman.
The Right Hon. W. M. BERESFORD, M.P.
The Hon. P. PLEYDELL BOUVERIE.
HARRY CHESTER, Esq.
SAMUEL PEPYS COCKERELL, Esq.
RAIKES CURRIE, Esq., M.P.
JOHN DRUMMOND, Esq.
RUSSELL ELLIS, Esq.
WILLIAM FRANKS, Esq.
Capt. H. G. HAMILTON, R.N.
JOSEPH HOARE, Esq.
FELIX LADBROKE, Esq.
H. F. SHAW LEFEVRE, Esq.
HENRY LITTLEDALE, Esq.
GEORGE WARDE NORMAN, Esq.
BRICE PEARSE, Esq.
CHARLES RICHARD POLE, Esq.
LAMBERT POLE, Esq.
CHARLES RANKEN, Esq.
HENRY RICH, Esq., M.P.
JOHN SHEPHERD, Esq.
HENRY STUART, Esq., M.P.
C. GEORGE THORNTON, Esq.

THE MANAGERS of the SUN FIRE OFFICE LONDON, beg leave to inform the British and Foreign Residents at Shanghai that they have constituted and appointed the undersigned as their Attorneys, to issue POLICIES OF INSURANCE against FIRE on BUILDINGS, GOODS, MERCHANDIZE, and other property, at those places.

Full particulars of RATES, &c., may be obtained on application to.

LINDSAY & Co.
tf 108 Shanghai, January 1st, 1863.

COLONIAL SEA AND FIRE INSURANCE COMPANY OF BATAVIA.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Marine risks on the usual terms.

Policies payable in the principal ports of India and China.

BOURJAU, HUBENER & Co.
tf 133 Shanghai 14th May, 1863.

China Fire Insurance Company.

Subscribed Capital Tls. 2,000,000

In 400 Shares, of Taels 5,000 each.
Paid up Capital Taels 200,000.

DIRECTORS.
F. B. JOHNSON, Esq., (Messrs. Johnson & Co.) *Chairman.*
H. H. WIGGINS, Esq., *Manager Commercial Bank of India.*
F. HENDERSON, Esq., (Messrs. Jarvie, Thorburn & Co.)
F. PORTER, Esq., (Messrs. Gibb Livingston & Co.)
J. THORNE, Esq. (Messrs. Thorne Bros. & Co.)
GEORGE TYSON, Esq., (Messrs. Russell & Co.)

AGENCIES are established at the several Ports in China and Japan.

L. JOSEPHS,—*Secretary*
tf 320 Shanghai, 22nd Aug., 1864.

YANGTZSE INSURANCE ASSOCIATION.

THE Undersigned, having been chosen Secretaries and Agents of this Association are prepared to issue Policies upon Marine Risks at current rates of premium.

Policies can be made payable in London, New York, Bombay, Calcutta, Singapore, Hongkong, Fuchau and Shanghai.

In addition to the usual brokerage, this Association returns to the assured of each year, at the close of each current year, fifteen per cent. of the profits of the Company for that year, divided *pro rata* to the amount of premiums paid by each Policies holder.

The following appointments of Agents for the Association have been made in the Northern Ports of China and in Japan.

S. W. POMEROY, Jr. Esq., *at Tientsin.*
Messrs. KNIGHT & Co., „ *Newchwang.*
„ MEADOWS & Co., „ *Chefoo.*
„ WALSH, HALL & Co., „ *Nagasaki.*
„ WALSH, HALL & Co., „ *Kanagawa.*

RUSSELL & Co.,
Secretaries.
tf Shanghai, 1st November, 1864.

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NEW ADVERTISEMENTS.

CIRCULAR.

THE P. & O. S. N. Co.'s Steam-ship *"Aden,"* Captain SOAMES, will be dispatched from Shanghai, on Thursday, the 26th instant, at daylight, or such time of the night of 25th as the state of the tides may require, with Her Majesty's Mails for conveyance to Europe *viâ* Hongkong.

Cargo will be received on board up to 5 P.M., of Tuesday, the 24th instant, and Parcels at this Office until Noon of the same day.

Correct forms of Bills of Lading can be had on application to this Office.

E. WARDEN,
Agent.

P. & O. S. N. Co.'s Office,
Shanghai, 19th Jan., 1865.

INDIGESTION & STOMACHIC WEAKNESS.

PEPSINE.

T. MORSON AND SON,
Wholesale and Export Druggists, Manufacturers of the far-famed PEPSINE WINE, are enabled to offer the purest and surest substitute for the Gastric Juice,

ITS USE IS NOW UNIVERSAL.

Sold in Bottles 4, 8, & 16 ozs., and obtainable of all Chemists and Patent Medicine Vendors.

Morson's Pepsine Lozenges, Powder, Patent Gelantine and all Granular Preparations, &c.

Manufacturers of Chemical, Pharmaceutical and Photographical Preparations.

T. MORSON AND SON,
19 *and* 46, *Southampton Row, London.*
*** Orders (payable in London), are most carefully shipped.

14ja-66 566

PURE DRUGS, CHEMICALS, &c.
BURGOYNE & BURBIDGES,
EXPORT DRUGGISTS,
COLEMAN STREET, LONDON.
TRADE MARK—B & B

Publish monthly a Price Current of nearly 3,000 Drugs, Chemical, Pharmaceutical, and Photographic Preparations, Patent Medicines, Surgical Instruments, &c., and every description of Medical Sundries.

This is the most complete List ever published, and will be forwarded every month, FREE OF ALL CHARGE, upon application.

*** As the latest fluctuations of the Market are always noted, this List is invaluable to Chemists, Druggists, Storekeepers, and Surgeons.

t-s-m—17fe 1866 (567)

CAUTION!

ELLWOOD'S PATENT AIR-CHAMBER HATS.—CAUTION.—The Patentees having established the validity of their Patent, in an action tried on the 20th and 21st days of June last, in the Court of Common Pleas at Westminster, in which Ellwood and another of No. 24, Great Charlotte Street, Blackfriars-road, in the Borough of Southwark, Wholesale Hat Manufacturers, were Plaintiffs; and Christy and others of No. 35, Gracechurch-street, in the City of London, also Wholesale Hat Manufacturers, were Defendants; and the Court of Common Pleas having, on the 15th day of November instant, refused the Defendants application for a New Trial, with Costs to be paid by the Defendants: We, the undersigned Solicitors for the said Plaintiffs, do hereby give notice to all Manufacturers, Dealers in, and Sellers of Hats, Caps, or Helmets, that we are instructed to proceed by Suit in Chancery against all persons so manufacturing, dealing in, or selling Hats, Caps, or Helmets, constructed on the principle of "ELLWOOD'S PATENT AIR-CHAMBER HATS," unless the previous consent of the Patentees be obtained, at the same time the Plaintiffs reserve to themselves the right of taking proceedings against prior Infringers.

Dated this 17th day of November, 1864.
GRANN, SON, AND FRESNMEIER,
23, Bedford-row.
Solicitors for Messrs. Ellwood and Sons 24, Great Charlotte-street, Southwark, Patentees for Air-Chamber Hats.

JOHN ELLWOOD & SONS,
24, GREAT CHARLOTTE STREET, BLACKFRIARS ROAD, SOUTHWARK,
Patentees for Air-Chamber Hats.

CAUTION.—No Air-Chamber Hats or Helmets are genuine unless they bear the above stamp, with either Ellwood and Son's, or the seller's name in the shield.

10sep-65 568

LOST.—A Monkey.—The finder will be rewarded on giving information at the Central Police Station.

o 502 Shanghai, 21st Jan., 1865.

THE AIR-CHAMBER HAT.—In an action tried in the month of June last, Messrs. Ellwood established the validity of their Patent in the Court of Common Pleas. In November, a Rule Nisi, which had been obtained by the Defendants, Messrs. Christy, to set aside the verdict was discharged, the Lord Chief Justice considering that the Plaintiffs had made out a very strong case, that it was clearly a matter for the jury, and he did not think he should be doing justice according to law if he deprived the Plaintiffs of the verdict. The other learned judges concurred, and one of them stated that had he been on the jury he should have delivered the same verdict.

Miscellaneous Intelligence.

NOTICE.—TRINITY CHURCH.—DIVINE SERVICE is celebrated every Sunday at 11 A.M. and 3 P.M. Special Service for Garrison at 9 A.M. Holy Communion is administered on the first Sunday of every month.

Persons not holding Pews are at liberty to occupy any seats they may find vacant when the reading of "The Psalms" is finished.

NOTICE.—DIVINE SERVICE is held at the Union Chapel (Shantung Road) every Sunday Morning at 11 o'clock, and in the Evening at 6 o'clock, also on Thursday Evening at 6 o'clock.

NOTICE.—DIVINE SERVICE is held every Sunday Morning at 11.30 o'clock, and Evening at 7.30 o'clock, in the American Episcopal Chapel, Hong-kue.

LATEST DATES.

England,.....Dec. 2	Hankow,.....Jany. 14		
Hongkong,.....Jan. 15	Nagasaki,.....Dec. 19		
Tientsin,.....Dec. 2	Kanagawa,.....Dec. 31		

Latest dates in England, from China,—
Hongkong...Sep. 30 } Received *viâ* Marseilles
Shanghai..... „ 29 } Nov. 9.

BIRTH.

At Hankow, on the 13th instant, the wife of R. W. HALKETT, of a daughter.

OPIUM QUOTATIONS.

For the week ending January 20th, 1865.

Malwa		Patna	
New Tls.	*Old Tls.*	*New Tls.*	*Old Tls.*
14,——.....440	.....	.....330 a 335.....	
16,——.....440 a 450	.....	..... 340	
17,——.....445 a 450	.....	..... 340	
18,——.....445 a 450	.....	..... 325	
19,——.....445	.....	..... 325	
20,——.....450	.....	..... 325	

LATEST SHIPPING INTELLIGENCE.

ARRIVED.—Jan. 20, *Dupleix*, (H.I.M.S.) from Japan; *Blackwood*, (Brit. bqt). Capeer, from Cardiff; *Emperor*, (Brit. str). Mooney, from Ningpo; *Kiangse*, (Am. str). Simmons, from Ningpo; *Whampoa*, (Brit. str). Batten, from Ningpo; *Oriflamme*, (Am. str). Lane from Hankow.

DEPARTED.—Jan. 20, *Pembroke*, (Am. str). Johnson, for Nagasaki; *Vulcan*, (Brit. str). Coode, for Chefoo; *Formosa*, (Brit. str). Cates, for Yokohama; *Tun-sin*, (Brit. str). Bound, for Hankow and Ports; *Kiangse*, (Am. str). Simmons, for Ningpo; *Dolphin*, (Brit. bar). Withers, for Hakodadi; *Republic*, (Hann. bnq). Lotte, for Chefoo; *Petrel*, (Brit. schr). Lewes, for Yokohama; *Otilia*, (Norw. bk). Mesfell, for Hongkong.

PASSENGERS.

ARRIVALS.—Per P. & O. S. N. Co.'s Steam-ship *Aden* from Hongkong, Mr. and Mrs. Wilkinson, Miss Collet, Lieut. Lillichook, R. N., Ensign Penching, Messrs. McCulmen, Henry Jackson, Clark, Hobkworth, Cruce, Hawtrey, Van Bloomersteyne, Edwards, J. Soden, Gaupp, Blance, Mainte, Stewart, Vistorain. Per Str. *Dumbarton*, from Hongkong Mr. & Mrs. Wignall, Messrs. Ehin, Drowell, Macary, and Crontze. Per str. *Oriflamme*, from Hongkong, Captain H.N. Gray, Mr. Grew and Wife, Mr. Wheelock, wife, child, and servant, Messrs. Huntingdon and Rehhoff.

DEPARTED.—Per P. & O. N. Co.'s Steam-ship *Formosa*, for Yokohama, Mr. & Mrs. Turner, Mr. & Mrs. Wilkinson, Ensign Penching, Messrs. W. Brower, Platt, Van Bloomersteyne and Limby.

HYDROGRAPHICAL NOTICE.
(No. 16.)

ON and after the 5th day of December, 1864, a fixed White Light, placed at an elevation of seventy feet above the mean level of the sea, will be exhibited from the Ring-Tom Beacon on the South Bank of the Yang-tze-kiang. It should be visible in clear weather at a distance of 5 or 6 miles.

The same building will display a Red Light at an elevation of 30 feet above the mean level of the sea. This light is intended to keep vessels clear of the dangerous spit that has formed off the Beacon, and it will not be visible from a ship's deck 15 feet above the sea until she is in 18 feet (low water spring tides).

The Beacon is painted red and white chequered, and is surmounted by a bright brass ball.

J. M. HOCKLY,
Harbour Master,

Harbour Master's Office,
Shanghai, 3rd Dec. 1864. 554 7ma

THE London Mail of 10th Dec., due in Hongkong on the 26th instant, and here on the 31st.—It arrived last year on the 31st January, per *Cadiz*.

THE P. & O. Co.'s steamer *Aden* with the Mails &c., for Europe, will leave on Thursday, the 26th instant.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, SATURDAY, JANUARY 21, 1865.

THE deterioration of the river channel, the inconvenience and offensiveness of the mud bank which is extending so rapidly in advance of the bund, and the utter insufficiency of the present jetties, have been so often dilated on and are so fully admitted, that to insist further on the necessity for adopting some remedial measures, is needless. The urgency of the case is fully admitted by every one except the Chinese; but they, while acquiescing with apathetic readiness in every representation made on the subject, appear utterly unable to contemplate the necessary improvements otherwise than as a remote contingency. The closing of the Soochow creek alone appears to excite some anxiety in their minds. When, on a recent occasion, Mr. Clark marked out the proposed new bund line for the Taotai's inspection, the latter approved complacently of his suggestions, but said that Peking must be consulted before so extensive a design could be carried out. When, however, the possibility of walking across the Soochow creek at low water was practically demonstrated, he suddenly manifested a much deeper interest. Whatever arguments be adduced, whatever persuasion be used to impel the authorities to contribute towards the necessary expense, must evidently be based on this premiss. To the extension of the mud bank, they are comparatively indifferent; junks will be able to pass up and down the Wongpoo, long after the rounding of Pootung point by foreign vessels has become an impossibility: the existence of a mud bank which affects the landing of goods in the English settlement, is a matter that regards foreigners. But the maintenance of the channel of the Woosung river, as the stream which foreigners name the Soochow creek is called by the Chinese, is imperative in the interest of trade with the interior; and may lead the authorities to sacrifice a portion of those tonnage dues which they now so complacently absorb. The method by which the existing bund line can be best rectified, the future accumulation of deposit obviated, and the channel of the Soochow creek preserved, are so clearly explained in Mr. Clark's report, that we imagine his plans will meet with complete approval, and that the only obstacle to their adoption will be the difficulty of procuring funds. In any other country but China, the question by whom the expense should be defrayed could not arise. The foreign residents in Liverpool might as reasonably be required to pay for conserving the Mersey, as the foreign residents at Shanghai for rectifying the channel and shore line of the Wongpoo. But in China everything is reversed; and we may accept as undoubted, the fact that a very large share in whatever outlay be incurred, will have to be met by the foreign community. In Calcutta, the tonnage dues do not cover the expenses which they are supposed to defray; and in any civilized port, it is understood that whatever revenue be derived from this source shall be expended for the advantage of the shipping which pays it—namely in conserving the port. In Shanghai, on the contrary, not a fifth, including extraordinary expenses, is so employed; Tls. 100,000, on an average, being annually pocketed by the local authorities. Not only, therefore, is no expenditure of capital required on their part to carry out the improvements so much needed; but even a loan would be unnecessary. A simple cession of income for two years would amply cover the outlay which Mr. Clark deems necessary—an outlay fairly chargeable to the revenues of the port. That it will be met from this source, however, is hopeless. Persuasion and argument will alike fail to enlighten the Chinese as to their duties, when those duties clash with their pecuniary interest. If half of the required sum can be obtained from them, it will be a source of sincere gratulation. Two sources suggest themselves from whence the remainder may be procured—a levy for the purpose on the holders of bund lots, or a subscription by the mercantile community. The former measure would more than cover the required outlay; but would doubtless be objected to. If the latter step be decided on, it may fairly be expected that the bund proprietors will contribute largely, on the understanding that an aggregate area of 217,000 square feet is to be added to their property. An ad valorem assessment of fifty per cent on the recovered land would go far to supply the deficiency.

RETROSPECT OF EVENTS IN THE NORTH OF CHINA DURING THE YEAR 1864.

The North. So far as our relations with the Court of Peking have gone during the past year, we have nothing to note that is not in the highest degree satisfactory. The representatives of the Western powers have in their intercourse with the court uniformly pulled together, and have thus impressed the native authorities with the personal unselfishness of their motives when claiming rights or demanding concessions. It is sufficient to say that, if the current of events has been so unbroken as to render it impossible for us to refer to any very remarkable and important coup d'état on the part of the foreign ministers, we may at least with reason assert that the impression made on the Chinese authorities has been in the highest degree favorable to foreign interests. With such a nation as the Chinese, decision is sometimes necessary, but arrogance seldom if ever leads to ought but political complications and difficulties of every description. Hence the Western ministers at the court of Peking are compelled in their own interests to treat the Chinese with more consideration than would probably be shown to a European nation of equal power and importance. The result of this has been a conviction on the part of the court that no measure for which a satisfactory reason cannot be assigned will be forced upon their consideration. But whenever any action on the part of the foreign ministers is absolutely called for, the cooperative policy adopted brings an amount of influence to bear which the Chinese are utterly incapable of resisting. We have already briefly alluded to the projects of Russia in the North. The Amoor territory and the island of Saghalien have fallen into her hands, and it is impossible to doubt that these acquisitions, however important, have not by any means satisfied the court of St. Petersburgh with regard to the extension of Russian territory in the East. The Russians, so far as they have at present advanced, have proved themselves the benefactors of the country over which their lines extend. They have subjected wild and uninhabited deserts to European civilisation, and have on the edges of a howling wilderness called into being many stately cities. By their indomitable exertions thriving European colonies have taken the place of straggling huts occupied from time to time by wandering and semi-barbarous tribes. They have introduced the customs of the West into a district hitherto considered without the pale of refinement, and have thus raised little beacon lights amidst the darkness, which subsequent laborers will no doubt multiply and enlarge. Thus whatever selfish motives may incite Russia to push her boundaries to the Eastward and Southward, the influence she exerts on the destinies of the natives is one of unmixed good. Western politicians may, however, see in her encroachments just ground for fear lest her influence in Asia eventually become so overwhelming as to threaten the continuance of English, French, and Dutch rule in the East.

By the exertions of our ministers, seconded in almost all cases by the efforts of the Consular authorities at the several ports, foreigners have been placed in a position of perfect security, while the prejudices of the natives have so far as was possible been respected. Our gallant allies, the French, have in their local governments and especially in Shanghai, assumed a share of territorial jurisdiction not provided for by the Treaties, and not sanctioned by the Board of Representatives at the capital. But the growing requirements of the ports and the vast importance which the European population is rapidly assuming will ere long render uniform systems of Municipal Government necessary. When such a state of things is brought about, we shall have fewer causes of complaint springing up between the native officials and the foreign executive bodies. Our position will be improved by being placed on a more fully recognised basis, and at length we may be able to seize that boon which has so often escaped our reach—Charters of Municipal Incorporation.

The events which, occurring in the North, call for notice here, have been few and far between. The right, exclusively granted to officials, of residing at Peking has been tacitly extended to missionaries who now crowd into the capital, bringing with them new forms of Christianity to place side by side with the Catholicism which since the days of Ricci has flourished there. Meanwhile the residents at the Legations have introduced the manly sports of the West, and horse races, cricket and rifle matches flourish in the uncongenial soil of the Chinese capital. The only circumstance at all likely to ruffle the current of friendly relations between the Europeans and Chinese, was the murder of Lyne, a soldier of the 67th Regiment, on May 19th. As, however, the investigations jointly made by the English and Chinese authorities seemed to show that Lyne had been, at least to a considerable extent, in the wrong, and as the deed was committed by a mob for whose actions the authorities could not have been held accountable, the melancholy event was allowed to fall into oblivion, and to this day remains as inexplicable as it was on the morning when the report of Lyne's death was first brought to the English legation. The English minister, however, gave the Chinese the credit, which they undoubtedly deserved, of having strained every energy to discover the guilty parties. But with so imperfect a police system as the Chinese possess, the perpetrators of outrages however glaring are liable to escape the most searching investigation, and, thus, although the scrutiny was a close one, no information was gained as to the reasons for the deed. The only event of a political character which calls for special notice is the conclusion of a treaty between Spain and China, signed on October 11th. The treaty was sent home by M. Toledo, and the ratifications will be exchanged during this year.

Trade at the Northern ports has been dull in the extreme, and gives but little promise of improvement. The port of Tientsin has for the last year slowly but surely decreased in importance, and many foreign agencies have in consequence been closed. For some unknown reason the native traders find that it pays them better to enter the Shanghai market themselves, make their purchases, and send them in steamers chartered for the purpose to the Northern ports. Combinations amongst the Chinese compradores employed in the houses at the outports, would probably account for this, the high squeeze which they levy under the name of commission diminishing the profits of both buyers and sellers to such an extent as to render trade on fair terms almost impossible. It is most sincerely to be hoped that the compradore system will sooner or later be abolished, for until foreign merchants are freed from the toils which their Chinese employés weave around them, mercantile transactions will never be conducted on such principles as will bring at the same time profit and honor to the foreign trader. We will take an early opportunity of returning to the compradore question.

The Yang-tsze. In our last annual Summary, we were compelled to announce the commission of several outrages by European rowdies and pirates whose home was on the Yang-tsze. Since then, fortunately for the native traders, the number of piratical lorchas and junks seems to have materially diminished. We have no accounts of brutal assaults on unoffending junk owners, nor have any of the men suspected of being engaged in piracy been brought before the Consular tribunals. The trade reports from Hankow, Kiukiang and Chinkiang are not encouraging, as these places participate in the general dulness which has been fallen on trade in China. The northern banditti whose approach to Hankow is periodically announced, have done no damage, nor indeed have they at any time taken up a position sufficiently close to the river to create serious alarm on the part of foreigners. The officials, notwithstanding, devoted themselves during the early part of the year to the task of isolating Hankow by means of a ditch running behind the city from the river Han to the Yang-tsze. This has been completed, but as no real reason existed, or is ever likely to exist for its construction, it will doubtless share the fate of every public work in the empire, and will be permitted to fill up and become utterly useless. The Oriental Bank case, the Rice case, and some few others of minor importance which came before the Consular authorities at Hankow, have already been fully reported in these columns. Indeed life at the Yang-tsze ports would seem to have of late been dull in the extreme, neither important mercantile operations nor interesting cases of litigation having diversified the monotony of existence. Little has been added to our knowledge of the navigation of the Upper Yang-tsze. The lights, buoys, &c., between Shanghai and the ports, have been kept in repair, in spite of the slight encouragement afforded by the Chinese government to any plan for rendering navigation on their rivers secure. The lower river from Wusung to the Saddles has been carefully surveyed by E. Wilds, Esq., Master-Commanding H. M. Surveying ship *Swallow*, who has published the result of his investigations. The next Admiralty chart will also be constructed on this survey.

GAMBLING HOUSES.

To the Editor of the
"NORTH-CHINA HERALD."

SIR,—In one of your daily numbers of last week appeared a letter signed by "COMMON SENSE," the moral portion of whose essay on gambling houses, virtue and vice, and the impossibility of enforcing the one or preventing the other by legislative enactments, you very satisfactorily disposed of in your leading article in the same issue. "COMMON SENSE," however, had the best of you in regard to certain matters of fact on which you have apparently allowed your confidence in your neighbours' promises to outweigh the general distrust which "COMMON SENSE" asserted to prevail on the subject, and that it has been so, does but reflect credit on your charity though it may at the same time lessen faith in your powers of discernment. The French Council, Sir, have no intention whatever of suppressing the gambling houses, and if you were to quote to them the assurance given by the Taoutae to the Consular body, that the French Consul had promised to do so, you would be told either that the statement was wholly untrue or that the Taoutae had misunderstood the French Consul. You may at all events rely on it, that the French Council will only suppress gambling houses in their section of the foreign settlement upon the terms of being paid a handsome compensation for cancelling the long lease which they have taken good care to grant to the gambling monopolist, which lease brings in an annual income, as is well known, of about $ 60,000. That this compensation is not likely to be paid we are well aware, and therefore unless the French Council's position is made more subordinate to French authority than it is now, the gambling houses will remain, and the French Council will continue to receive their $ 60,000 a year; the English Council will be no worse off in funds than they are now, and the English settlement will be purged of a class of decidedly undesirable tenants—whether their absence will induce more respectable tenants to come in, as many of the most influential foreign land holders believe, remains to be seen. COMMON SENSE, however, merely touches the surface of this great question, and loses sight of the real issue, which is whether the Chinese au-

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thorities are to have jurisdiction over their own subjects in the foreign settlement, or not. The policy of Sir F. Bruce on this head has been adopted by the other foreign Ministers, the French included, and, acting on this resolve, the Taoutae called on the foreign Consuls to assist him in enforcing the enactments of Chinese law. Whether his motives be sincere, or, it be likely that his action will be the same in the native city, the foreign Consular body, acting on the policy laid down for them and on their own opinions on the general question, agree without exception—so says the Taoutae—to meet his views. So much for the Consuls.

The Municipal Council as the executive are then requested to aid the Taoutae in enforcing the suppression, and if the Municipal Council decline to do so it is known that the Taoutae will himself enforce it. If the Council, their officials or police resist the Taoutae's action, they become personally amenable to their respective Consular authorities, some of whom may be already a little jealous of Municipal action and highly tenacious of Consular prerogative. The Council accordingly, in the interests of all and to retain the executive in the hands of foreigners, undertake by their own Police to enforce the suppression determined upon.

So much for the Council and the state of things in the so-called English and American concessions, which, summed up shortly, is this. The Foreign Consuls, on application from the Chinese authorities, carry on their Minister's instructions, and their Nationals put into execution the decision of the combined authorities, Foreign and Native. In fact it is faithful action based on and in accordance with the Ministerial readings of Treaty stipulations, and represents Law and Order.

How different is the action in the so-called French concession! Either the local French authority must set at naught the policy of his Minister, as has undoubtedly often been the case, or he must allow himself to be overridden by a Council of his own subjects, or —which I will not believe—there is no faith to be placed in the professions of the French Minister. I hope, Sir, the new Consul General, Mons. Brenier de Montmorand, will emancipate himself from the usurped supremacy of the French Council, and subordinate them to his own legitimate authority. If some such change is not soon effected the action of the Chinese Authorities at Peking, aided by the Foreign Ministers whose concerted policy has been thus thwarted by their inferiors at Shanghai, must sooner or later bring that end about, and the general result will be that a serious impediment will have arisen, not easily removeable, to that gradual development of the self government of Foreigners at the Treaty Ports, the necessity of which is day by day more acutely felt.

I am, Sir,
Your obedient Servant,
FAIR PLAY.

P.S.—I have, since writing the above, learned that the suppression of Gambling Houses has been quietly and peaceably effected by the Foreign Police elsewhere than on the French portion of the settlement, and that the Gambling House keepers propose returning South whence they came. Now that their occupation is gone in the English settlement they profess a disinclination to migrate to the French side.

I hear at the same time that the French Police have been confined to Barracks for several days, and it is asserted for the object of being able to resist by force any attempt of the Taoutae to suppress Gambling in that settlement, should he have chosen to apply the powers admitted by the French Minister to lie in the hands of the native authorities. Fortunately however no collision has as yet occurred.

THE BUND LINE.

ENGINEER'S OFFICE,
16th January, 1865.

TO THE MUNICIPAL COUNCIL OF SHANGHAI.

GENTLEMEN,—Since my former Report upon the "shore line of the settlement," I have been enabled to estimate the approximate cost in detail of the various features of the proposed Bund extension, as well as to collect information corroborative of the views before stated as to the active causes and future effects of the disturbed condition of the anchorage and wharfage of this port.

The landing accommodation, now unsatisfactory, is fast decreasing from the steady encroachment of the offensive mud bank, which is assuming proportions that, if the line of present bunding be really a judicious and advantageous one, might well be considered alarming. This fact has been occupying your attention for more than eighteen months; but it has been obvious that it is not possible to effect permanent beneficial improvements to the Bund as it exists, even by a large present expenditure and a further periodical outlay. One design made some months ago, as you may recollect, was for a jetty at the end of the Nankin Road, which was found to require a projection of 224 feet beyond the existing Bund line: at a cost according to one estimate of Tls. 15,000 and according to another of 30,000 taels.

The changes of bed, and the breaches of bank, incident on the flow of a stream through an alluvial country, are always remarkable; the casual presence of a slight obstacle, will frequently, by turning the current on to some weak point in the shore, lead eventually to a change in the river bed. The actual bank of a river is not always its most natural or most fitting boundary; and in the case before us of the Wampoo, I am disposed to regard the line of the present mud-flats as an improvement upon that of the existing Bund-line. An inspection of the plan, will shew that the mud-flat touches at frequent intervals, and has a tendency to anticipate, a similar curve to that which I have marked down as the easiest for the river's flow: whilst the existing Bund-line recedes awkwardly and unevenly, like a narrow bay; which on the margin of a current is almost certain to be silted up.

The principal points for consideration with respect to any projected improvements for the assistance of navigation and traffic, are:

I.—The formation of a permanent bunding, on a curve most calculated to insure a uniform scour, for the prevention of deposit.

II.—The diversion by easy curves, into the curve of the main-bund, of the mouths of the confluent streams; so as to prevent the encounter of opposing currents, and to obviate or reduce the turbulence of the chow-chow water.

III.—The provision of an extensive landing accommodation, in the manner which shall least impede the flow of the stream; which shall be most durable, and most adapted for passenger traffic; as well as for the landing of heavy goods at all states of the tide.

IV.—All other improvements or changes, rendered desirable or necessary by the altered aspect of affairs, consequent on the fruition of the preceding propositions.

As regards the first two points, my views have been for some time before you. According to them the embankment would start from the Yang-king-pang, in a direction necessitated by the new line of French bunding, thence continuing in a regular curve along the outer edge of the mud-bank, until it arrive opposite H. B. M. Consulate; (leaving a width of 420 feet to the mouth of the Soochow creek) where it would form an angle by a "starling" point, the western side of which would continue up to Will's Bridge. The curve of the main-bund, broken at the starling, would, if continued, merge into a straight line along the Hong-qua slope, terminating at the entrance to the Old Dock. I am afraid it will not be possible to give a curve sufficiently bold to the mouth of the Hong-qua creek, on account of the value of the private property which would be absorbed: and in laying it out I have been fettered by that condition. The Hong-qua shore of the Soochow creek above the incidence of the curve of the main-bund, would sweep round on to the Hong-qua Bund, at the angle between the Astor House and Howard's jetty; running as near as ten feet to the southern corner of Messrs. Todd & Co.'s store-rooms.

If these works be commenced, the method I would suggest is that of first filling up with earth between the present and proposed Bund-line; as near to the latter as is possible without risk of loss. (The point opposite H. B. M.'s Consulate is, however, an exceptional case.) This plan would lessen the first expenses, and allow all cargo and passenger traffic to continue on the same conditions as at present; whereas the driving of the piles, and the construction of the Bund-line as the first step, would have a contrary tendency. Simply stated, my plan would be "to assist the dead water which is continually depositing the matter it holds in suspension, by filling in upon the mud-flats close to the present Bund-line, and out riverwards to the line where the natural deposit from the dead water ceases, and the washing action of the tide begins; then on the given curve to form the timber bunding, and afterwards to fill up the interspace between that and the previously formed earthwork."

There is another method involving a less total expense, viz, the erection of the timber bunding backed up by a strong retaining embankment, pierced with sluice-gates (between each main jetty) to allow ingress and egress of the tide; with a view to the gradual and natural warping-up (by deposit from the water confined after its entry by the sluice-gates) of the space between the retaining embankment and the existing Bund. This plan would nevertheless spread the progress of the works over a much longer period, and would call for large immediate outlay in the matter of jetties, for the purpose of carring on business.

The third point requiring attention is the landing accommodation; and as there will hardly be sufficient depth at low water for all purposes outside the new Bund-line, some sort of jetties or moles must be provided. Solid sloping jetties, as at present, are inadmissible as accretion of fresh deposit would be invited between them; and the alternative appears to be, either that of "Floating jetties"; or that of "landing stages" of two stories, for high and low water, connected by an incline. Of these I am induced to consider the Floating jetties as the better, as their dummies would remain always at the same height above the water, and would afford each 250 feet space for barges; whilst the cost would not be much greater than that of the more bulky, but less roomy, landing stages. These Jetties are now general on the Thames and the Mersey, and their construction is as follows:—a trussed gangway, firmly secured to the edge of the Bund and moving on a roller, rests its projecting ex remity upon a floating dummy, which rises and falls with the tide, and is prevented from lateral movement by timber starlings open to the scour, and by fender-piles to keep the gangway in place, and prevent the dummy from being driven inwards. The gradient of the gangway should never be sufficient to interfere with the landing of heavy goods. Four of these jetties would give a landing accommodation of 1,000 feet, and with twelve wrought iron step-ladders for sampans, (used at the ports in England) distributed along the new bund, would, I should think, give ample scope for the increasing business of many years.

In the fourth place, amongst other considerations is that of the new bridge across the Soochow creek, which I would recommend should start from this Settlement at a point near to the creek's mouth, and abut on the Hongque bund at the new road leading into Broadway. This involves a road through the proposed Recreation Ground, in continuation of the English Bund; one broad continuous thoroughfare opening into the heart of the Hong-que Settlement and on to the docks and large godowns on that side.

Although a road along the water's edge in Hong-que would be a still greater convenience to the public, yet as the merge is for the most part in the hands of private individuals and Dock Companies, the Broadway may be considered as the commercial highway.

A subject which must be gravely prominent in any que-tion affecting the navigation of the Port, is that of the partly artificial mud-bank at the Pootung point. This obstruction is a serious evil, and if allowed to increase, as it naturally will if not removed, will eventually render the rounding of the point too dangerous for large vessels to attempt. This is an important reflection for the merchants of Shanghai, and one which it is absolutely necessary should be acted upon immediately: and that apart even from any consideration of the proposed new bund-line. For the future no embankment, jetty, or other work upon the shores, should be permitted without being first submitted to, and carefully examined by the authorities charged with the preservation of the streams and of the port.

According to your instructions, a plan of the proposed new bunding is now lying in this office for public inspection; representing also the areas of the reclaimed lands which will be available in front of each Bund-lot after leaving a road of one hundred feet in width.

The following is the estimated cost of the works proposed, in which I have considered that the bunding from the Canton Road up to Will's Bridge should be made, (including the piece belonging to the Recreation Ground Committe) from the fund appropriated to the works, on condition that the said committee do the filling in from the Peking Road to Wills' Bridge, and consent to the passage of the road through as shewn on the plan.

Included are the floating Jetties, iron vertical step-ladders, mooring rings, and the metalling of the roads with four inches of Granite chips. That portion of the Bund, however, between the Yang-king-pang and Canton Road is reserved for a future estimate, as the question relating thereto is still pending between the French Municipal Council and yourselves. The estimate can only be considered as approximate, on account of the fluctuating cost of material here.

APPROXIMATE ESTIMATE.

Filling in and metalling from Canton to Peking Road	Taels 47,900
Bunding from Canton Road to Will's Bridge, including landing ladders & rings Tls. 36,000	
Four floating Jetties	„ 36,000
Add for contingencies	„ 9,744
	Tls. 140,000

The following table shews the area of reclaimed land in front of the Hongs, after leaving a Road 100 feet wide.

Messrs. Jardine Matheson & Co.	32,174 sq. ft.	
„ Sassoon & Co.	27,667	„ „
„ Gibb, Livingston & Co.	21,583	„ „
„ Heard & Co.	14,161	„ „
Dr. Dixon	11,830	„ „
Oriental Bank	16,791	„ „
Messrs. Shaw Bros. & Co.	13,567	„ „
„ Dent & Co.	23,695	„ „
Custom House	10,015	„ „
Messrs. Turner & Co.	11,437	„ „
„ Smith Kennedy & Co.	11,253	„ „
„ Russell & Co	20,250	„ „
„ Wheelock & Co.	1,575	„ „
Total area	217,100 sq. ft.	

In this Report, I have endeavoured to bring into due prominence those questions which appear most directly associated with the most desirable results; whilst on some particulars I have laid no stress, from their trivial importance as connected with the subject: and my arguments in favor of a new bund-line are based upon convictions forced on me every day:—that existing evils are calculated of themselves to give rise to further impediments, that a bar is forming across the entrance to the Soochow Creek, that the chow-chow water is increasing in turbulence, the mud-flats extending and the drains through the Bund filling-up; and finally that the dilapidated condition of the landing places renders a large outlay necessary, whilst every month's delay increases the difficulties and costliness of remedial measures.

I am, Gentlemen,
Your obedient Servant,
JOHN CLARK, C.E.
Engineer M.C,

H. B. M. CONSULAR COURT.
Before—Sir HARRY S. PARKES, K. C. B., *H. B. M. Consul.*
E. WHITTAL,
P. H UNDERWOOD, } *Assessors.*
January 13*th*, 1865.
SOMERVILLE, PRIMROSE & Co.
versus
FLETCHER & Co.

The following is the substance of the plaint laid in the above case.

That the plaintiffs contracted to sell to the defendants 4,500 bales good dry Shanghai cotton at the price of 19 taels 2 mace 5 candareens per picul, upon the terms that the plaintiffs should deliver said goods to defendants, and the defendants should accept them. All conditions were fulfilled necessary to entitle the plaintiffs to have the goods accepted, yet defendants wholly refused them, although the plaintiffs have always been ready and willing to deliver them, or to pay the said price for the same. The plaintiffs had in consequence incurred expense and loss in re-selling the goods. Further, plaintiffs alleged that defendants bought of them 5,000 bales best dry Shanghai cotton at the price of Taels 19.2.5 per picul, upon the terms that they should deliver them to the defendants, and that they should commence taking delivery of and accept them from the 20th September, 1864, and every thing was fulfilled necessary to entitle plaintiffs to have them accepted. Yet the defendants only accepted a part thereof; to wit, bales 100, and wholly refused to accept the residue (which the plaintiffs have always been ready and willing to deliver) or to pay the said price for the same, whereby the plaintiffs incurred expenses in re-selling the residue of the goods, to wit, 4,900 bales, and a loss on the resale thereof, and claim Taels 7,500.

Defendants replied to the following effect:

That the plaintiffs did not agree to sell to the defendants nor did the defendants buy from them, the said goods at the price and upon the terms alleged. That the defendants were willing to accept the goods according to the terms of the contract. That the plaintiffs tendered to them goods not equal to "best dry Shanghai cotton," and that they were not in merchantable condition. That the plaintiffs were not ready and willing to deliver the goods to them according to the terms of the contract.

The contract entered into between plaintiffs and defendants ran as follows:—

MESSRS. FLETCHER & Co.

We have this day bought on your account of Messrs. Somerville, Primrose & Co., 5,000 bales best dry Shanghai cotton at Tls. 19.2.5 per picul. Delivery to commence on the 20th instant, and to be continued at the rate of not less than 700 or more than 1,000 bales per week. Payment to be made for every 100 bales, as received and approved. Fractions of 100 bales over 50 bales, to be paid for as for 50 bales. Bargain money, Tls. 5,000, received as per receipt, to be deducted at Tl. 1 per bale from payments.

Yours &c.,
DALY DULCKEN & Co.

Shanghai, September 8th, 1864.

The following was the receipt from Somerville Primrose & Co. appended to the contract.

Received from Messrs. Fletcher & Co. the sum of 5,000 taels, being bargain money as specified in this contract, the terms of which we have duly noted and hereby accept.

SOMERVILLE PRIMROSE & Co.

Shanghai, September 8th, 1864.

MR. MYBURGH, in opening the case for the plaintiffs, said that although at first sight this case might seem simply one of breach of contract, it involved considerations of no ordinary importance. The plaintiff was the firm of Somerville Primrose & Co. on which it would be impossible to cast any aspersion. The defendants were the wealthy firm of Fletcher & Co. In this affair, Somerville Primrose & Co. entered into contract through Daly Dulcken & Co with Fletcher & Co. to supply the latter with 5,000 bales cotton. This cotton was carefully inspected by employés of the plaintiff before being purchased. On the 8th September, the contract was made and entered into, by which the plaintiff was to be prepared to deliver the cotton on the 20th. At that date a muster bale was sent through the broker to defendants for inspection. It was then that the difficulty commenced, the defendants requiring new instead of old season's cotton. He (Mr.M.) would leave it to the Court to say whether there was any difference between the two descriptions. Nevertheless, however great the difference, the contract was silent on the subject, and accordingly Messrs. Somerville, Primrose & Co. had a right to deliver cotton up to quality, whether the new or old season. Fletcher & Co. refused to take this lot, and said that they would wait until they could get new cotton, as they preferred it to the old season's. Somerville Primrose & Co. agreed to supply them after some time, and thus the matter ended. Between the 20th and 30th Sept. another lot was offered to defendants which was also refused on the ground that it was composed of a mixture of the two kinds, old and new, and again defendants said that they would rather wait and get all new. Eventually on the 1st Oct. or 30th September, the plaintiffs offered defendants 100 bales of new season's cotton, which the latter accepted readily, stating at the same time that if the balance of cotton was up to their standard they would be very well satisfied. This occurred after the defendants had a consultation with Turner & Co. to whom they were under contract to supply some cotton at the rate of Tls. 21 per picul. On Saturday, the 8th Oct., Somerville Primrose & Co. were ready to deliver a further batch of 900 bales into Fletcher & Co.'s godowns. The mail, however, was leaving on that day and delivery was postponed until the following Monday, as on mail day the inspection and delivery could not conveniently have taken place. On Monday delivery did not take place, and on that day the French mail arrived with news from America which created an extraordinary commotion in the cotton market, and caused prices to fall considerably. On the 12th October delivery of the cotton was commenced, and 60 or 70 bales were forwarded. A message was then received from Fletcher & Co. ordering delivery to be stopped. The reason they gave for refusing it was that Turner & Co. had refused to take it. It was then decided that the matter should be settled by arbitration of some of the merchants. Fletcher & Co. proposed some gentlemen of their own selection as arbitrators, but to this Somerville, Primrose & Co. naturally refused to agree; and he (Mr. M.) suggested that Mr. Dunn should be requested to give his opinion as to the quality of the cotton. The arbitrators, as he thought wrongly, decided that it was not according to contract. From the 10th constant application was made for the muster bale by Mr. Dunn and and Mr. Primrose, but they did not receive it. Mr. Primrose afterwards sent another muster which was refused by the defendants after a consultation with Turner & Co. Mr. Downie said that he would be satisfied with 4,900 bales of good dry Shanghai cotton. But the plaintiffs nevertheless, intended adhering to the terms of the first contract. It was evident that throughout the whole affair Fletcher & Co. made themselves the tools of Turner & Co. The principal question was, therefore, whether the muster bale was or was not of a quality up to standard, that is, whether it was best dry Shanghai cotton. By this of course was meant only the best and dryest procurable in the Shanghai market in large quantities, and this could not be expected to equal in quality that found in small quantities in solitary places where it had been carefully picked and attended to. The expression in fact meant cotton which would fetch the highest market price in Shanghai, and Messrs. Fletcher & Co. could expect nothing more than the best that was saleable in the market in large quantities. If the Court wished to see the muster bale, it could be procured and examined. In fact, every thing hinged on the question whether that bale was up to muster or not. He (Mr. M.) would submit that the words used in the contract had a particular and specific meaning, that they meant the best cotton procurable in large quantities, for shipment. As to the question of damages, should Fletcher & Co. be found guilty of breach of contract, the rule for measuring damages was the same in cases of non-acceptance of goods as in cases of non-delivery; and he (Mr.M.) submitted that the plaintiffs were entitled to the difference between the contract price and the market price at the time when the goods should have been delivered.

J. A. PARMORE said:—I am sole partner in the firm of Primrose & Co., merchants and commission agents. We have pressed cotton for Fletcher & Co. in the winter of 1863 and spring of 1864. We made a contract for the supply of cotton to Fletcher & Co. through Daly Dulcken & Co. On the 20th September an attempt was made to commence delivery of it. I tendered on that day 230 bales through Mr. Dulcken. This lot was all old season's cotton. The old season's cotton continued to come down up to the middle of October, and new season's came in very slowly about the beginning of October. This bale was rejected by Fletcher & Co. on the ground that it was old season's cotton. This cotton I had just received from the country. Mr Dulcken returned and said that Fletcher & Co. wanted the new season's cotton, and would prefer to wait for it. I had to re-sell this lot at the highest market rate, Tls 20.3. On Monday the 26th of September, I offered to make another delivery to Fletcher & Co. of 250 bales, partly new and partly old. This was also rejected for the same reason as the former lot, Mr. Dulcken returning with the message that Fletcher & Co. would prefer waiting for the new season's cotton. In the same bales there was a mixture of old and new. I sold this lot of 250 bales at Tls. 20.2. The first acceptance of cotton under the contract took place on the 30th September. It was on this occasion all new season's cotton. One hundred bales were accepted and no objection was made to the quality of this lot. Mr. Brand of Fletcher & Co.'s said that all future deliveries should be up to that mark and that he would be very glad to receive 3,000 bales or more. The market price of cotton was Tls. 20. I received the next lot from the country on Saturday the 8th of October. On that day I tendered 316 bales. I waited at their request, till Monday the 10th, on account of the departure of the mail on Saturday. On Monday Mr. Brand being out until 3 P.M. delivery was not made. Mr. Dulcken said that Mr Brand told him to bring it next morning. The English mail arrived that Monday afternoon, bringingdates to August 26th. The news brought had the effect of reducing the price of cotton next day to Tls 18, and even at that price I could not find purchasers. On the 11th, Fletcher & Co. received about 60 or 70 bales of their own. What they did get send more because delivery was stopped by Fletcher & Co. in order that Messrs. Turner & Co. might see part of the cotton. This was in the forenoon. After Turner & Co. had inspected it, acceptance of more cotton was refused. I asked Mr. Dulcken to inquire about it of Fletcher & Co. He returned with the answer that Turner & Co. would not take the cotton and therefore Fletcher & Co. would not take it. I left it in Fletcher & Co's godowns until after the arbitration. After the arbitration I took it away. Some difficulty occurred in reference to arbitration; and I consulted Mr. Myburgh. He brought Mr. Dunn to my godown and it was eventually decided that the latter and Mr. Duncanson should act as arbitrators. They were to ascertain whether the cotton were up to a certain mark and if not to give me a bale of good dry cotton and I was to get cotton equal to it. It was decided that the cotton was not equal to contract; on the 15th October. I did not feel satisfied, and had my cotton surveyed by Mr. Frazar, Mr. Reme, Mr. Birt and others. I sold 200 bales to the latter for Tls. 19.25 the same afternoon. The remainder I sold to Mr. Frazar a few days afterwards for Tls. 18.50. All who saw the cotton said it was not possible to get better in the market. I requested Mr. Dulcken to hurry on the muster bale but he could not get it that evening. On Monday, I asked Mr. Daly to go, and he said Fletcher & Co. would not give me a muster bale; but would send one to Mr. Dunn. I applied to the latter, but he could not get one. The next day,

(See Supplement.)

RETURN OF THE OPIUM TRADE AT THE PORT OF SHANGHAI.

For the Year ending 31st December, 1864.

IMPORTS,—

	MALWA. Chests	Weight	PATNA. Chests	Weight	BENARES. Chests	Weight	PERSIAN. Chests	Weight	TURKEY. Chests	Weight
Imported and stored on board "Receiving Vessels"	19,315½	19,913.30	7,152	8,619.00	1,000	1,200.00	25	25.00	17	14.90
Imported and transhipped for re-exportation without being stored on board "Receiving Vessels" or landed	201	201.00	7	8.40	4	4.80	10	10.00	..	..
Imported direct to the shore	444	444.00	597	248.40	3	3.60	37	37.00	..	..
	20,745½	20,558.30	7,807	8,876.40	1,019	1,212.00	72	72.00	17	14.90
Landed from "R. V." and intended chiefly for Local consumption	1,567	1,555.15	7,113	8,570.25	911	1,093.20	1	1.00	..	..

RE-EXPORTED TO,—

DESCRIPTION.	CHINKIANG. Chests	Weight	KIUKIANG. Chests	Weight	HANKOW. Chests	Weight	CHEFOO. Chests	Weight	TIENTSIN. Chests	Weight	NEWCHWANG. Chests	Weight	NINGPO. Chests	Weight	FOOCHOW. Chests	Weight	HONGKONG. Chests	Weight	TAKAO. Chests	Weight
Malwa,	1,756	1,756.00	2,564	2,564.00	1,831	1,830.20	914½	914.50	2,446½	2,446.50	505	505.00	2,284	2,283.22	58	58.00	32	32.00	..	..
Patna,	4	4.80	9	10.80	82	99.60	11	13.20	129½	155.40	1	1.20	105	201.60	2	27.60	..	..	3	6.60
Benares,	..	..	..	..	5	6.00	..	..	7	8.40	..	..	77	84.40	..	..	10	12.00	6	7.50
Persian,	..	..	..	..	27	27.00	..	..	1.0	1.00	..	..	84	34.00	..	5.00	..	..	..	..
Turkey,	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	17	13.50	..	..

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INSURANCES.

PHŒNIX FIRE ASSURANCE COMPANY.
LONDON.
Established in 1782.
Trustees & Directors:
Decimus Burton, Esq.
Travers Buxton, Esq.
Octavius Edward Coope, Esq.
William Cotton, Esq.
John Davis, Esq.
George Arthur Fuller, Esq.
Charles Emanuel Goodhart, Esq.
James Alexander Gordon, Esq.
Edward Hawkins, Jun., Esq.
Kirkman D. Hodgson, Esq., M.P.
William James Lancaster, Esq.
John Dorrien Magens, Esq.
John Timothy Oxley, Esq.
Benjamin Shaw, Esq.
Wm. James Thompson, Esq.
Henry Heyman Toulmin, Esq.
Matthew Whiting, Esq.

INSURANCES against Loss by Fire are effected by the PHŒNIX COMPANY upon every description of Property, in every part of the World, on the most favorable Terms.

The promptitude and liberality with which its engagements are always met by this Company are well known, and the importance of its relations with the Public may be estimated from the fact that since its establishment it has paid more than *Eight Millions Sterling* in discharge of Claims for Losses by Fire.

The undersigned having been appointed agents of the above Company are prepared to insure Buildings, Merchandise, Goods, and Property against Fire for *large amounts*.

They are also authorized to insure Ships in the harbour against Fire, with or without cargo.

Claims will be paid either by the Agents here or the Company in London.

HUGHES, WILLGOSS & Co.
26ma-65 387 Yokohama, 3rd Mar., 1864.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."

THE Undersigned having been appointed Agents in China for the above named Company are prepared to grant Policies against Fire at Shanghai to the extent of £10,000,—on one risk, as under:

1,—On Buildings or on their contents.
2,—On Ships, lying in port, or on their contents.

For further particulars apply to
Wm. PUSTAU & Co.,
Agents in Shanghai.
tf Shanghai, 1st December, 1863.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are now prepared to grant Policies in this Office on the usual terms and conditions to the extent of Shanghai Taels 10,000 on the contents of any one building, situated on the British Concession at Tzechuhlin, Tientsin.

SMITH, KENNED & Co.
tf Shanghai, 25th August, 1862.

AUSTRALASIAN FIRE, LIFE, AND MARINE INSURANCE COMPANY.
(Liability Limited.)
MARINE DEPARTMENT.

THE Undersigned having been appointed Agents in Shanghai for this Company, are now prepared to issue Policies on Marine Risks only, on the usual terms.

Losses can be made payable in Shanghai, Hongkong, Calcutta, Melbourne, or London.

AUGUSTINE HEARD & Co.
tf 308 Shanghai, 4th December, 1863.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY INCORPORATED BY ROYAL CHARTER AND ACT OF PARLIAMENT.

Established 1809.
Capital £2,000,000.

THE Undersigned have been appointed Agents at this Port, Kiukiang, and Hankow for the above Company, and are prepared to accept risks against Fire at each place, on the customary conditions.

For further particulars apply to
GILMAN & Co.
tf 417 Shanghai, 23rd April, 1864.

THE LANCASHIRE INSURANCE COMPANY.

THE Directors of the Lancashire Insurance Company have appointed Messrs. W. R. Adamson & Co. Agents for the Company at Shanghai.

By Order,
GEORGE STEWART,
General Manager.
tf 240 Manchester, July 1863.

NETHERLANDS INDIAN MARINE AND FIRE INSURANCE COMPANY OF BATAVIA.

THE Undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on Ordinary Marine Risks to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* London, Hongkong, Singapore, Penang, and Batavia.

TURNER & Co.
tf Shanghai, 13th February, 1857.

FOR SALE.

WORKS ON SALE.
At the Presbyterian Mission Press.

BROWN'S Colloquial Japanese or Conversational Sentences in English and Japanese, ...$6.00.
Martin's Analytical Reader, a Short Method for Learning the Chinese written Language, ...$4.00.
Edkins' Mandarin Grammar—a Grammar of the Chinese Colloquial Language commonly called the Mandarin Dialect, ...$5.00
Edkins' Progressive Lessons in the Chinese spoken language .....$2.00.
Culbertson's China or Darkness in the Flowery Land, ...$1.00.
Hernisa's Guide to Conversation in the English and Chinese Languages, ...$3.00.
Macgowan's Phrases in the Shanghai Dialect, ...$5.00.
27ju-65 163 Shanghai, 27th June, 1863.

FOR SALE.

FOR SALE.
GIESLER'S Cremning Champagne, Port, Sherry, &c., &c.
SMITH, KENNEDY & Co.
tf Shanghai, 16th September, 1859.

FOR SALE.
SHERRY Yasi's in 2 & 3 doz. cases, Tls. 8 p. doz
Port, " " " " 8 "
Champagne, in 1 " " " 12 "
Claro , (Barton & Guestier's) " "
St. Ju en, in 1-doz. cases, " 8 "
Medoc 1 " " 5 "
Cognac Brandy, 1 " " 10 "
do. do. 1 " " 6 "
India Pale Ale 4 " casks " 2 "
CHAPMAN, KING & Co.
tf 223 Shanghai, 12th September, 1863.

BANKS.

THE
Oriental Bank Corporation.
(INCORPORATED BY ROYAL CHARTER 29TH AUGUST, 1851.)
PAID-UP CAPITAL, £1,260,000.
RESERVED FUND, £252,000.

COURT OF DIRECTORS.
Harry George Gordon, Esq., *Chairman.*
William Scott Binny, Esq.,
Deputy-Chairman.
James Blyth, Esq.
John Lewis Bonhote, Esq.
William Walter Cargill, Esq.
Alexander Mackenzie, Esq.
Lestock Robert Reid, Esq.
Patrick F. Robertson, Esq.
Charles J. F. Stuart, *Chief Manager.*
Patrick Campbell, *Sub-Manager.*

BANKERS.
BANK OF ENGLAND.
UNION BANK OF LONDON.

AGENTS IN SCOTLAND.
NATIONAL BANK OF SCOTLAND.
COMMERCIAL BANK OF SCOTLAND.
R. DUNDAS CAY, 23, St. Andrew Square, Edinburgh.

AGENTS IN IRELAND.
PROVINCIAL BANK OF IRELAND.
THE NATIONAL BANK.

HEAD OFFICE: THREADNEEDLE STREET, LONDON, E.C.

SHANGHAI BRANCH.
Banking.

THE Corporation receive money on Deposit, re-payable on demand, upon which no interest is allowed.

They also receive money on Fixed Deposit, re-payable at Twelve Months Notice, upon which interest at Five per cent per annum is allowed.

They discount Bills and Notes payable in Shanghai, having at least two approved names unconnected in general partnership, and they make advances upon Bullion and Goods not of a perishable nature, in the custody of the Bank.

Exchange.

The Corporation issue Drafts on the Bank of England payable on demand, and on the Union Bank of London payable at Six months sight; and they grant Circular Notes for the use of travellers, negociable in all towns of importance throughout the world.

They also issue Drafts on the Agencies and Branches of the Corporation at Hongkong, Yokohama, Bombay, Calcutta, Ceylon Madras, Mauritius, Melbourne, Singapore, and Sydney, at the exchange of the day.

Bills payable in Europe or in any of the above places are purchased or remitted for collection.

Information as to the rules of business may be had at the Office, or on application by letter to the Agent

D. McLEAN,
Acting Manager.
tf 490 Shanghai, 2nd Jan., 1865.

ASIATIC BANKING CORPORATION.

Incorporated by Royal Charter.
Authorised Capital £2,000,000.
Subscribed Capital £500,000 of which £300,000 is paid, and remainder in course of being called up.
Head Office—No. 4 Lombard Street.

BOARD OF DIRECTORS.
Francis Boykett, Esq., Chairman (Messrs. Timothy Wigging and Co.)
J. A. Russell, Esq., Deputy-Chairman (Messrs. Grey and Coles, and Grey and Co., Bombay.)
Thomas Cardwell, Esq., (Messrs. Thomas Cardwell and Co., and Cardwell, Parsons and Co., Bombay.)
Charles A. Pearon, Esq., (Messrs. Fearon and Co., late of Messrs Augustine Heard and Co., China.)
William Maitland, Esq., (Messrs M'Killop, Stewart and Co., Calcutta.)

COMMITTEE IN BOMBAY.
The Hon. Michael H. Scott (Messrs. Ritchie, Steuart, and Co.)
Robert Hannay, Esq., (Messrs. Grey and Co.)
Cowasjee Jehanghier, Esq.
General Manager.—Harry John, Esq., late Agent at Bombay for Chartered Mercantile Bank of India, London and China.

BANKERS.
The Bank of England.
The London Joint Stock Bank.
Brokers—Messrs. Foster and Braithwaite.
Solicitors—Messrs Freshfields and Newman.
Auditors.
Messrs Coleman, Turquand, Youngs and Co.

Agencies and Branches are being organised at Bombay, Calcutta, Singapore, Ceylon, Hongkong, and Shanghai.

The Corporation will shortly be prepared to grant Drafts, and negociate Bills of Exchange payable at the above places, issue Letters of Credit, and conduct every description of Banking business connected with the East.

6fc 485 6th August, 1864.

HOUSES & LAND.

NAGASAKI.

TO Let, a dwelling House pleasantly situated on the Sagaramatre hill, particularly well adopted for invalids, or families intending to spend the summer there.

The House consists of four reception Rooms on the ground floor and four bed rooms upstairs.

Kitchen, good offices, large gardens, all in complete order.

For particulars apply to
BUISSONNET & Co.,
Shanghai.
PIGNATEL & Co.,
Nagasaki.
tf 453 Shanghai, 18th June, 1864.

MISCELLANEOUS.

OAKEY & SONS'
WELLINGTON KNIFE POLISH, EMERY, BLACK LEAD, &c.

JOHN OAKEY & SONS,
MANUFACTURERS OF
EMERY, BLACK LEAD, GLASS AND EMERY PAPER & GLASS CLOTH.
India-Rubber Knife-Boards, &c.
WELLINGTON MILLS,
172, *Blackfriars Road, S., London.*
8jy 560 Jan. 7th, 1865.

SCREW AND PADDLE STEAMERS, &c.

G. H. HARRINGTON & Co. MARINE ARCHITECTS, ENGINEERS AND SURVEYORS, 27, Leadenhall Street, London E. C.

Contracts entered into for Building Wood or Iron Screw and Paddle Steamers, Sailing Ships, Tugs or Barges suited to Sea or River Navigation.

Patent Combination Vessels with Teak Planking and Iron Frames.

Estimates and particulars forwarded on application, and contracts made for delivery of all kinds of Vessels in China, &c.

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ANY ONE CAN USE THEM.

A basin of water is all that is required to produce the most brilliant and fashionable colours on
SILKS, WOOLLENS, COTTONS, RIBBONS, &c.,
IN TEN MINUTES,
By the use of

JUDSON'S SIMPLE DYES.

Ten colours, Price 1s. 6d., 2s. 6d., and 5s. per bottle.

These Dyes will also be found useful for imparting colour to
FEATHERS, FIBERS, GRASSES, SEAWEED, IVORY, BONE, WOOD, WILLOW SHAVINGS, PAPER,
Also for
TINTING PHOTOGRAPHS AND FOR ILLUMINATING.

May be had of all Chemists throughout the United Kingdom and British Colonies.

Wholesale Depot: 19, Coleman Street, LONDON.

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TUPPER & Co's
GALVANIZED CORRUGATED IRON AND PATENT TILES,
FOR
ROOFS, SHEDS, CHURCHES, OUT-BUILDINGS, &c.

In order to protect the Public, all Tupper & Co.'s Manufactures are marked—
"TUPPER & COMP'Y., Manufacturers,
"61*a*, *Moorgate Street, London*;
"WORKS LIMEHOUSE AND BIRMINGHAM,"

With either of their brands, Best Best TC with Crown over; Best Cross Daggers; or G in Circle.

For Prices, Drawings, and general information, apply through any respectable Londonhouse, or to the Manufacturers direct.

61*a*. *MOORGATE STREET, LONDON.*

*** Catalogues forwarded on application.

CAUTION.

Inferior qualities are being sold as Tupper & Co.'s make.

o-a-f 24dc 550 December 24th, 1864.

WATSON, CLEAVE & Co.
Chemists & Druggists,
NANKIN ROAD, NEAR THE BUND,
SHANGHAI.
大藥房
tf 512 Shanghai, 1st October, 1864.

MORE CURES OF CONSUMPTION, COUGHS, ASTHMA, AND DISEASES OF THE CHEST AND LUNGS,
BY
DR. LOCOCK'S PULMONIC WAFERS.

EXTRACT of a letter from Mr. C. Ward, stationer, &c., Market-place, Heckmondwike, Yorkshire, May 27th, 1863.—"The cures of consumption, asthma, and other diseases of the chest and lungs, are regularly occurring. One person in Liversedge, a village adjoining this town, named James Richardson, who has been an asthmatical man for nearly twenty years, declares that they are worth £1 a box (using his own words). He feels quite a new man through this truly valuable medicine." Dr. Locock's Pulmonic Wafers give instant relief of asthma, consumption, coughs, colds, and all disorders of the breast and lungs. To singers and public speakers they are invaluable; they have a pleasant taste. Price 1s. 1½d. 2s. 9d., and 11s. per box. Sold by all druggists.

tf (3) 532 October 29th, 1864.

MISCELLANEOUS.

SAUCE.—LEA AND PERRINS' WORCESTERSHIRE SAUCE.
PRONOUNCED
BY
CONNOISSEURS
TO BE THE
ONLY GOOD SAUCE AND APPLICABLE
TO
Every Variety of
DISH.

Extract of a Letter from a medical gentleman at Madras to his brother at Worcester, May, 1851.

"Tell Lea and Perrins that their Sauce is highly esteemed in India, and is, in my opinion, the most palatable as well as the most wholesome sauce that is made.

CAUTION.
LEA AND PERRINS'
Beg to caution the public against spurious imitations of their celebrated
WORCESTERSHIRE SAUCE.

L. & P. have discovered that several of the Foreign Markets have been supplied with spurious Imitations, the labels closely resembling those of the genuine Sauce, and in one or more instances the name of L. and P. *forged*.

L. and P. will proceed against any one who may manufacture or vend such Imitations, and have instructed their correspondents in the various parts of the world, to advise them of any infringement of their rights.

ASK FOR LEA AND PERRINS' SAUCE.

*** Sold Wholesale and for Export, by the Proprietors, Worcester; Messrs. Crosse & Blackwell; Messrs. Barclay and Sons, London; &c., &c.; and by Grocers and Oilmen universally.

31de-65 318 Dec. 24 1863.

PICKLES, SAUCES, JAMS, &c.,
Free from Adulteration,
Manufactured by
Crosse and Blackwell,
Purveyors to the Queen,
21, SOHO SQUARE, LONDON.

Dr. Hassall, the great Analytical Chemist, states in the *Lancet*, of February 4th, 1854 and in his Work on Food and its Adulterations, with reference to the Food Products chemically and microscopically examined by him.

"The *Samples* of Messrs. CROSSE & BLACKWELL were entirely free from Copper."

Crosse and Blackwell's
manufactures, which from their great superiority have become so universally celebrated, are obtainable from every respectable Provision Dealer in all parts of the world. Purchasers should insist upon having C. & B.'s genuine articles when they ask for them, as it is not unusual for unscrupulous dealers to substitute inferior preparations.

C. & B. invite special attention to the following, the quality of which is of the highest standard attainable.

PICKLES prepared in pure malt vinegar.
BOTTLED FRUITS for Tarts, Puddings, &c.
JAMS AND JELLIES, Marmalade, Fruits in Syrup, Crystalized Fruits. Prepared Calf's-feet and other table Jellies; Vanilla and other Creams.
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tf Shanghai, 4th April, 1862.

Edited by R. ALEXANDER JAMIESON.
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SUPPLEMENT
TO THE
"NORTH-CHINA HERALD," JANUARY 21, 1865.

I tendered a specimen bale; but it was rejected on the evening of the 18th. The next morning I tendered the same bale, with a letter. It was inspected by Mr. Lowe, Mr. Birt, Mr. Bradwell, Mr. Reme, Mr. Daly and Mr. Dulcken, before I sent it. It was rejected a second time; but Messrs. Fletcher & Co., to whom they had to deliver cotton, would accept the muster. I had it locked up, and it can now be produced. After the rejection of this bale, I commenced the action. Had it been accepted, I could easily have completed the contract at a lower rate than I had contracted for with my Chinaman up country. I sold over 3,000 bales of the cotton subsequently; 200 to Mr. Birt, 1,000 to Johnson & Co., 1,100 to Frazar & Co; 500 bales to Johnson & Co. were sold under guarantee that it was the best obtainable in the market. I got the highest prices of the day for it all. Since the breach of contract by Fletcher & Co, the tendency of cotton had been downward till it reached Tls. 15. I have taken an average of the prices prevailing from the 15th October till the 10th November, the day on which the contract had to be completed, as the basis of my claim for damages. This is Tls. 1,675; but the bargain money in hand will be deducted.

To Mr. Robinson :—I did not employ Mr. Dulcken. I understood Messrs. Fletcher & Co. to employ him. They brokerage to him. It is customary to pay a broker who sells. Mr. Dulcken had no power to act for either of us. I received a cheque for Tls 1,500 on account, after delivering 100 bales. The entries in my diary relating to the different events connected with the case, were made on the 14th October and afterwards. I am sure I tendered cotton to Messrs. Fletcher & Co on the 20th September. I think two bales were taken. I did not send them myself. I saw Mr. Dulcken taking them. I told Mr. Dulcken to tender 230 bales of old season cotton to Fletcher & Co. They rejected it and I sold it at a profit. I gave Mr. Dulcken a muster of the second parcel; I cannot swear that he tendered it. I did not follow him to see. Mr. Brand expressed a wish that all deliveries should be equal to the first new season cotton delivered. On the 8th October, I tendered 316 bales. I did not send a muster bale, because I understood Mr. Brand would receive it. I did not tender 700 bales a week because they refused the old season cotton and gave me an extension of time to enable me to get new. I was bound to complete my contract on the 10th November. On the 15th October I had delivered 100 bales. I was prepared to deliver the remaining 4,900 bales in the interval. I had not that quantity in my possession, but could easily get it. After the fall after the arrival of the mail, I got Tls. 19.25 for 200 bales from Mr. Birt, although the market price was Tls. 16.50. It was the best procurable. Mr. Brand never told me that I could inspect cotton in Fletcher & Co.'s godowns, nor did Mr. Downie. The muster bale which I sent on the 18th was out of another parcel. It was as good as that which had been substituted to the arbitrators. All the 3,400 bales I sold according to this lot was the best Shanghai cotton. There was not a higher rate in the market than I obtained for it. I took an average of mail rates as the basis of my claim for damages. I remarked to Mr. Dulcken after the arbitration that I did not know where better cotton was to be found. I cannot, to my recollection I did not say in the presence of Mr. Downie, Mr. Myburgh and some others. I was annoyed at the result of the arbitration, after taking so much trouble about it. I don't think better cotton could have been procured. I had not the cotton in my godown. It was in the boats in which it came down. I have had experience in cotton for the last sixteen months.

A. C. Dulcken said:—I am a broker and commission agent, partner in the firm of Daly, Dulcken & Co. On the 8th Sept. I concluded a contract between Somerville Primrose & Co. and Fletcher & Co. It was made out in the usual way. In the course of conversation I was informed that they wanted to purchase cotton on contract. The terms of the agreement were not immediately decided. I believe the first delivery was made on the 20th. I cannot speak positively. I recollect remarking that it was well up to time. The muster bale was sent on in the usual way by the seller's coolies. This bale was rejected by Mr. Brand. Mr. Brand frequently remarked to me that he did not wish to put together, did not know the difference for that bale. However, I believe he has not had much equaintance with cotton. I am a fair judge of otton. I consider that the cotton rejected by he arbitrators and Fletcher & Co. did come up o the contract. For the last year I have sold large quantity of cotton and never saw better han this in large quantity. I have never seen ny actually dry Shanghai cotton. On the 16th October my partner Mr. Daly returned from span and took the matter out of my hands.

January 14th.

An amended statement by Mr. Primrose of 10 cotton sold out of the 5,000 bales was handed , shewing the rates at which he sold it.

Mr. Patterson, *cross-examined by Mr. Robinson*, said:—None of the cotton in this list is in my actual possession prior to the 8th ovember. 796 of these bales were in my possion on the 8th November, 1,948 bales were not in my possession until after the 8th, but I could have had the whole 5,000 had Messrs. Fletcher & Co. adhered to the contract.

Mr. Dulcken, *cross-examined by Mr. Robinson*, said :—I consider there was not unusual precaution taken in making this contract, considering the magnitude of the transaction. Mr. Brand explained the difficulty of contracting for dry cotton with Chinamen, before the contract was made. The impression conveyed to my mind was that Messrs. Fletcher & Co. intended to be very strict and cautious. According to the contract, delivery was to have commenced on the 20th September. To the best of my recollection I asked Mr. Brand a few days before the 20th to postpone the time for the commencement of delivery, as the weather was wet. Mr. Brand consented to postponing delivery for a week, on the understanding that it should not interfere with the actual delivery of the first lot of cotton. I told Mr. Brand that the cotton was ready. I tendered it in the customary way.

To Court :—The 230 bales were tendered on account of the contract. They were tendered by me.

To Mr. Robinson :—I did not take the musters with me. I was informed by Mr. Primrose that they had been sent. (The Court remarked that the bale must have been delivered, inasmuch as it was rejected. Mr. Robinson said it was merely a conversational tender.) Musters were tendered to Mr. Heard. Musters of 250 bales were tendered on the 26th, also. I do not recollect saying that I thought it was not up to contract quality. A muster was sent on the 30th September of the 100 bales. This was the first delivery. Mr. Brand did inform me that this cotton had been rejected by Messrs. Turner & Co., but that he would try another house. Mr. Brand first told me he could not take this cotton, but after I assured him that it was impossible to get better cotton in the market, he agreed to do so and said he would be very glad to get 5,000 bales of the same standard. On the 3rd October, 1,300 bales should have been delivered, according to contract. I informed Mr. Brand that 110 bales were ready, about that time, but I cannot state the exact date. I do not remember that musters were sent. I next tendered 316 bales on the 8th. These musters were rejected, and no arbitration took place, to decide whether they were up to the standard of goods Shanghai dry cotton. The opinion of the arbitrators was unfavourable. I have no positive recollection that Mr. Primrose then stated he could procure no better. I did not ask Mr. Downie what he would take to cancel the contract. I asked him what proposition he would make to Messrs. Somerville Primrose & Co., with that object. He replied that he would not cancel the contract.

To Court :—Messrs. Somerville Primrose & Co. asked me to see Mr. Downie with a view to adjusting the difficulty; and he replied that he would not cancel the contract, but would only accept Tls. 1.75 per picul for non-delivery; Messrs. Fletcher refused to give me a muster bale, but said they would hand one to Mr. Dunn. They said I could inspect a satisfactory bale in their godowns. The term Shanghai dry cotton represents a mercantile staple; but even that contains about 3 catties of water in 100 of cotton. I was offered a tael above market value for this cotton by Turner & Co.

A. Bradwell, a partner in Messrs. Bradwell Bloor & Co.:—I was asked by Messrs. Somerville Primrose to inspect a bale of cotton, about the 19th October, which I considered equal to best Shanghai dry cotton. I have had very little experience in cotton, but I have had experience in other staples. I do not consider there is any cotton finer than fine classing as it is dry and clean. I consider it is good cotton. I would have taken that bale as a muster of best Shanghai dry cotton, had I been buying cotton.

To Mr. Robinson :—I have only shipped two small shipments of Shanghai cotton. I took the bale as I found it. It was open so that I could put my hand in. From that bale, a shipper could not have lost more than 2 or 3 per cent. in weight.

J. F. Crewe, a clerk in Messrs. Johnson & Co., said :—Messrs. Johnson & Co. have had large transactions in cotton within the last twelve months. For the first six months I alone inspected their cotton, but latterly they have always employed a public inspector and I exercise a general supervision over the whole. About the middle of November we purchased from Messrs. Somerville Primrose & Co. 500 bales best Shanghai dry cotton, and a little later 500 bales of guaranteed best. Both parcels were passed as being up to mark by Messrs. Wignall & Co. I believe they brought the full market prices of the day.

To Mr. Robinson :—I inspected the two parcels myself. I know Mr. Dunn casually merely. I should think from what I have seen of him, that his judgment in cotton is very good. I have never known him pass bad cotton.

To the Court :—I don't know that within the last two months, some cotton rejected by Johnson & Co. has been accepted by Fletcher & Co.

W. Lowe said :—I am clerk in Messrs. Gilman & Co. This house has done a good deal of cotton business. I have helped to inspect every parcel of cotton, except on one occasion when I was sick. I think I am a judge of what is best dry Shanghai cotton. I remember having been called upon at the end of October by Somerville Primrose & Co. to examine a muster bale, which had just been returned from Fletcher & Co. I considered it best dry Shanghai cotton. Had our firm been purchasing cotton, I would have accepted that bale as a muster. It is impossible to get absolutely dry cotton in the Shanghai market, unless artificial means are used.

To Mr. Robinson :—I have had a good deal to do in inspecting for shipping Shanghai cotton within the last two years. When I inspected this bale it was the end of October. I don't know the precise date. I should think no winter had ever been applied to that bale. Cotton with 5 or 6 per cent of moisture in it is not entitled to be called best dry Shanghai cotton.

E. Frazar said :—I am partner in Frazar & Co's. We have had transactions in cotton on our own account latterly to a considerable extent. We have had orders to the extent of several thousand bales in 1864. I remember being called upon, about the 18th or 20th, by Mr. Primrose to examine some cotton. I examined some eight or ten bales of a parcel said to consist of 240 bales. I thought at the time it was a very good lot, comparing it with other parcels I had in my godown at the time. I have purchased cotton from Somerville Primrose & Co. in November and December, and on different occasions. I found all good—the best Shanghai cotton for offer in the market. I was under contract to supply Fletcher & Co. with some cotton about the 5th of Dec. In order to make up the lot I purchased 40 or 50 bales from Somerville Primrose & Co. in order to fulfil the contract in time for the mail. It was accepted after inspection. Some of the bales were thrown out.

To Mr. Robinson :—I think the bales I saw might have been considered at that time equal to best dry Shanghai cotton, although best is a strong word and one I never use in contracts, myself. I have seen better cotton. All I examined on the 20th were in bales. They were not opened. I cannot speak positively of the rest. In supplying Fletcher & Co. my contract was for "good and dry."

Mr. Myburgh :—I always buy the best cotton I can get.

To Mr. Robinson :—What Messrs. Fletcher & Co. required in the contract was, as per muster, not good and dry.

To the Court :—The cotton I got from Messrs. Somerville, Primrose & Co. was passed as equal to this muster.

S. Daly, partner in the firm of Daly Dulcken & Co., said :—I remember applying on the 17th of October, to Mr. Brand, for a muster bale of best dry Shanghai cotton. Mr. Brand said he could not send it to Somerville, Primrose & Co., but he would send it to Mr. Dunn. It was not sent on that day to Mr. Dunn. On the morning of the 18th I tendered a bale to Fletcher & Co. on the part of Somerville, Primrose & Co. Mr. Brand told me to leave it, and that he could not then give me an answer. It was rejected on the same day, and I returned it to Somerville, Primrose & Co. I have been in the habit of selling cotton. I inspected this bale before sending it. I would have sold it as best dry Shanghai cotton.

To Mr. Myburgh :—I know nothing about the hundred bales, as I had just returned from Japan.

W. Birt said :—I am cotton and silk inspector to Dow & Co. I remember having been requested in the middle of October by Mr. Primrose, to examine a muster bale of cotton. I think it was on the 17th or 18th. I have had a good deal of experience in cotton. The bale I saw was certainly, in my opinion, best dry Shanghai cotton. I would certainly have bought it as such for Dow & Co.. I bought 200 bales from Somerville Primrose & Co. about the 16th. I was very much pleased with it. I saw it being pressed. I do not consider there was more than 2½ or 3 per cent of water in the 200 bales. I think it was all alike. I made another contract about the 22nd or 23rd of October for 500 bales. By the contract it was to be equal to the 200 bales previously bought and shipped. This cotton was delivered in Somerville Primrose's godowns for storage on my account, and I examined and found it fully equal to the 200 bales. This was afterwards sold to Johnson & Co. I think I paid the highest market rate for the 200 and 500 bales.

To Mr. Robinson :—The 500 bales were to be deliverable on or before the 8th November. I forget when it was delivered. It was delivered some time in November. I can tell the exact date in the morning. Mr Primrose sold it to Johnson & Co. at my instruction. I bought it at Tls. 18. It was sold by my instruction for Taels 19. I lost by the transaction.

To the Court :—I signed the certificate for the muster bale after inspecting it. It had been signed by Mr Frazar and Mr Reme, and there may have been some others.

(This closed the case for the Plaintiffs.)

January 19th.

Mr. Robinson, on behalf of the defendants, stated that this was an action for damages alleged to have been sustained by the plaintiffs in consequence of the defendants having failed to perform their part of a contract entered into on the 8th September, 1864. There was only one contract, and that in writing, although it had been attempted on the other side to suggest a verbal contract. If any such contract ever existed, he would ask, what were the terms of it? was it accepted by the plaintiffs? was the Court to guess at, or make a contract for the parties? For these reasons no doubt his learned friend had found it necessary to elect to stand upon the written contract of the 8th September, and that was plain, and bound the plaintiff to commence the delivery of 5,000 bales of cotton on the 20th September, and to continue such delivery thenceforth at the rate of not less than 700 bales per week, and payment was to be made by the defendants as the cotton was received and approved. Now the plaintiffs before they could make any claim were bound to tender that amount of cotton; without such tender the defendants could not approve the cotton, but it was clear from the evidence, not only that they did not tender that amount of cotton, but that they had not even got it in their possession. Moreover on the 21st October, before the time for completing the contract was at an end, the plaintiffs brought this action, thereby taking upon themselves to decide for the defendants that they would not accept the cotton which it was not the duty of the plaintiffs to tender. Upon this ground alone therefore he contended the defendants were entitled to the judgment of the Court. But their case was equally strong as to the small quantity of cotton actually offered by the plaintiffs. The plaintiffs had no ground for saying that they were taken by surprise before signing the contract; they had been warned that defendants had met with great difficulty in obtaining contracts for dry cotton, and that they intended to be very strict in requiring the "best dry Shanghai cotton." With their eyes open therefore they entered into this contract. The first two lots of cotton they tendered were rejected by the defendants, and as that rejection was acquiesced in by the plaintiffs; for the purposes of this case it must be taken the rejection was proper. The first parcel accepted was 100 bales on the 1st October, and those were only accepted to assist the plaintiffs in commencing delivery. The next lot of 100 bales was rejected, but on the 8th October the plaintiffs tendered a parcel of 316 bales, which were accepted, and this parcel led to an arbitration to which he would ask the particular attention of the Court. The plaintiffs and defendants agreed to refer it to two skilful, disinterested merchants to determine whether or no the defendants were justified in rejecting the cotton tendered by the plaintiffs. The gentlemen (Mr. Duncanson and Mr. Dunn) met at the plaintiffs' godown on the 15th October, examined the cotton, and decided that it was neither "best" or "dry" Shanghai cotton. After this the plaintiffs requested the defendants to supply them with a muster bale, which they declined to do. Much had been said on the other side about this refusal, but the defendants were not bound to do anything of the sort, and if they had, the plaintiffs were not bound to abide by it. The omission did not excuse the plaintiffs from performing their contract. The plaintiff then offered the defendants a bale as a standard, not, however, tendering any quantity of cotton, which they also rejected. Now as to this bale, besides the admission of the plaintiff that it was not superior to that rejected by the arbitrators, it had been examined by skilful persons who would be called as witnesses before the Court. Finally, after the arbitration, the plaintiffs did not even give the defendants the opportunity of performing the contract. The sample bale was offered on the 18th October, and on the 21st October this action was brought, although the time within which the defendants were bound to take delivery did not expire until the 8th November. The plaintiffs could not plead ignorance, for demand of the cotton under the contract was made on the plaintiffs by letters on the 28th October and 3rd November. With regard to the question of damages, the loss incurred by the defendants, in consequence of the admitted failure by the plaintiffs to perform cotton up to the time of the arbitration, seemed to have been forgotten by the plaintiffs; and for the reasons above stated he submitted the defendants were clearly entitled to the judgment of the Court.

J. T. Brand said :—I am silk and cotton inspector in the firm of Messrs. Fletcher & Co. In September last I negociated through Mr. Dulcken for 5,000 bales of cotton. On the 31st August I advised him to be very careful as to the persons with whom he made the contract, and explained to him the great loss of weight which we had suffered last year through water, and that therefore I would require dry cotton in this instance. The contract was signed on the 8th September. On the 20th Mr. Dulcken mentioned that Messrs. Somerville Primrose & Co. had some cotton in their godown. I asked him as to the quality. He mentioned that it was old cotton. I said that I must have best cotton, as old cotton at that time was very inferior. Mr. Dulcken admitted that this was not cotton up to contract. No musters of it were presented to me for inspection. The next lot of about 260 bales was presented on the 26th of September, and for this lot muster bales were sent in. I rejected it because it was not up to contract; it was a mixture of good and bad. There was no dispute as to the rejection. Of the 100 bales I personally inspected from 80 to 90 bales. After doing so I never said to Mr. Dulcken that I would be glad to have 3,000 or 3,500 bales up to that standard. I accepted the hundred bales at their request, as a matter of favor to them. I told Mr. Dulcken to continue delivery of the cotton and bring it in as fast as possible. He said he had samples ready to deliver. This was rejected. Messrs. Somerville Primrose & Co. did I believe commence delivery of the cotton. I can't remember the next delivery nor the number of bales. I think the next parcel tendered was the 316 bales about which the arbitration took place. I think we got one or two muster bales. I examined them as soon as they were delivered. I rejected them and an arbitration took place in consequence. It took place on the 15th October. Messrs. Duncanson, Downie, Stewart, Myburgh, Primrose, Dulcken and myself were present. Mr. Duncanson for Fletcher & Co., and Mr. Dunn for Somerville Primrose & Co. were the arbitrators. They inspected the cotton in the ordinary way. The arbitration took place at Messrs. Somerville Primrose & Co.'s godowns, about 10 bales selected by the plaintiffs themselves were first examined and found not up to standard and then from 18 to 20 bales were taken at random and also examined. In the course of arbitration Mr. Primrose remarked that he could produce no better cotton than that parcel. After that no quantity of cotton was tendered to me at all. A muster bale was offered to me. I inspected it privately and got Messrs. Dunn, Stewart and J. R. Fraser to inspect it also. Our opinion was that we had seen better cotton in Messrs. Somerville Primrose & Co.'s godown on Saturday. The bale had been pulled about considerably and was found not up to standard and I rejected the bale. This was I think on Tuesday, the 18th. Mr. Daly advised a meeting between Mr. Primrose, and Mr. Downie with regard to the matter, and the evening of Tuesday was fixed for the purpose. I was informed by Mr. Daly that Mr. Primrose declined to meet Mr. Downie.

To Mr. Myburgh :—Messrs. Fletcher & Co. were very large shippers of cotton for the last two years. I always inspected it. I always bought the best cotton I could get in the market. Last year we lost a good deal in consequence of the cotton being wet. We had to take wet cotton, as it was the best we could get at the time. We expected to get better cotton this year than we did last. We shipped several thousand piculs of cotton this year. I did not always purchase best dry Shanghai cotton. I bought according to muster, the best procurable at the time. It is impossible to get absolutely dry cotton. There is a natural moistness in cotton which may be 1 or 2 per cent. Its dryness does not necessary depend upon the weather being wet or dry. It must be dried up to the standard of 1 or 2 per cent before it can be cleaned. We bought some cotton from Messrs. Frazar & Co. according to muster. That muster was not the best procurable in the market at the time. It was not even the best I could get at the time. It was on account of the price I got it. There was a difference of from three to five mace per picul between what I bought and the best. On the day I bought from Messrs. Frazar & Co. I think we are I had some best cotton in my godowns. I shipped the cotton bought from Messrs. Frazar & Co. We do not describe cotton in our invoices. I should think there was three to four per cent. of moisture in Frazar & Co's cotton. It was a fair sample. I purchased of that class. Mr. Dulcken was not acting as our agent. He came to offer us cotton. He was the medium in making the contract. I did not give him general instructions to buy cotton for me. I infer that Mr Dulcken communicated my wishes with regard to the cotton to Somerville Primrose & Co. I rejected the cotton on account of its moisture. It was wet and not clean. I have seen clean cotton in large quantities. This cotton was not so clean as it ought to have been. We had a contract to supply Turner & Co. with 1,000 bales. It was made on the 5th Sept. They paid us Tls. 21 per picul. They have received 400 bales. They received them after the arbitration. I believe our contract with Turner & Co. was to have been completed on or before the 1st Nov. I believe on the 19th Messrs. Somerville Primrose gave me notice that they intended to sue for breach of contract. After the 19th we went into the market to buy cotton, not specially to supply Messrs. Turner & Co. I believe we might have bought at a lower rate in the market than from Messrs. Somerville Primrose & Co. We had best cotton coming from the country which we offered to Messrs. Turner & Co., and they accepted it. Messrs. Turner & Co. paid us something to get off the contract. After the 10th Sept., the price of cotton fell at the rate of from five mace to 1 Tael per picul. It went down still further after the 10th October and there were not many buyers. The muster bale of the 316 bales was sent to Messrs. Turner & Co. for inspection after I had inspected it myself. My contract with Messrs. Turner & Co. was for good dry Shanghai cotton. Best dry would be very clean, white and dry. Five bales were sent to Messrs. Turner & Co. by Messrs. Somerville, Primrose & Co. From the two bales I saw I anticipated that Messrs. Turner & Co. would accept them as good dry Shanghai cotton. I had an opportunity of seeing the five bales sent in to Messrs. Turner & Co., and when I saw them, I was not surprised at their rejection of them, but quite approved of it. (On recollection.) I instructed my godown-man to select five muster bales and send them to Turner & Co. and I believe he told Somerville Primrose & Co. to do so. I never intended to send them the two muster bales which I selected. It was not one of the losses of the arbitration that we were to furnish a muster bale to Messrs. Somerville Primrose & Co. should the musters be found not up to quality. On the evening of that day, Mr. Downie said to Mr. Dulcken that we might give them a muster bale. I did not hear a remark made to the effect that a muster bale should be sent round by Messrs. Fletcher & Co. at the time of the arbitration. It might have been made. I shipped the hundred bales I accepted to England. I don't believe that water would run out of cotton with eight per cent of water in it when in a hydraulic press. Mr. Primrose has no right to say that water oozed out of cotton pressed by him for us last year. If it did drop out I should say it contained more than 10 per cent of water. It was in consequence of the season being rather later than usual that I did not press Messrs. Somerville Primrose & Co. for time. In consequence of the lateness of the season and the inclemency of the weather I told them that I would let the first week pass provided they undertook to deliver the balance in sufficient quantity that we should receive half the balance before half the time for the fulfilment of the contract had expired.

Re-examined by Mr. Robinson :—In giving time for the delivery, it was on the express understanding that the contract should not be interfered with. I had no idea of waiving the weekly delivery of at least 700 bales. I got legal advice as to the wording of the contract. I did not employ Mr. Dulcken.

J. G. Dunn said :—I was one of the arbitrators. I was for Somerville Primrose & Co. I examined about seven bales selected by Mr. Duncanson from a large quantity. We gave our opinion into writing. (Mr. Myburgh objected to this paper being put in as evidence). I examined the seven bales of cotton very carefully, and found it what I should call good average cargo quality. As the seven bales were pretty uniform we did not think it necessary to examine any more. They had a slight excess of broken seed. Otherwise they were unexceptionable as regarded quality. There was an excess of moisture in them. The center of the bale had been saturated. We noticed about the same degree of moisture in the seven bales. Considering the slightly foul condition and the excess of moisture we decided that it was not up to contract. The contract was for best dry Shanghai cotton. Mr. Downie and Mr. Primrose were present. Mr. Duncanson and I agreed perfectly as to the decision. Four or five days after, I examined another bale in Fletcher & Co.'s godowns which had been tendered by Somerville Primrose & Co. It was much the same as what I had seen in Somerville Primrose & Co.'s godowns. It was dryer but not absolutely dry. Mr. Brand was present when I examined this bale. It was not entitled to be termed best dry Shanghai cotton. It was good cargo cotton but I have frequently seen better Shanghai cotton.

To Mr. Myburgh :—I think I heard before the arbitration that the arbitrators did not find the muster bales up to contract, and Messrs. Co. were to furnish a muster bale of what they considered up to contract, and Somerville, Primrose & Co. were to furnish cotton up to that standard. I considered the cotton I saw in the godown, No. 1 cargo cotton with the exception that it was a little more dusty than usual. There is better cotton to be had than number one cargo cotton. The Chinamen have best Shanghai cotton, but I don't know that is is procurable in large quantities in Shanghai. I once succeeded in getting 500 bales of it. I don't expect the market price of cotton at about the 8th September. I think the market quotations are always for No. 1 cargo cotton. I have never seen best Shanghai cotton quoted. I did not apply to Mr. Downie for a muster bale after the arbitration. No muster bale was sent by him to me. The next I saw was one sent in by Messrs. Somerville, Primrose & Co. which I examined at Mr. Brand's request. It might have been one of the seven bales. It was comparatively dry. I have shipped Shanghai cotton in large quantities dryer and freer from seed than the seven bales and the muster bale. I have sent home wetter cotton. I can't say with confidence the ordinary per centage of natural moisture in a bale of good dry Shanghai cotton. It varies with the weather. I would undertake to swear that the water in the seven bales I examined was more than natural. They were saturated. I believe water must have been applied to them. I have heard that naturally moist cotton when put in a kiln will decrease 10 or 15 per cent in weight. The Chinese I believe insert water into a bale through a bamboo. My judgment is not at all infallible and I have had a great many frauds perpetrated upon me.

Re-examined by Mr. Robinson :—I did not join in the conversation as to the muster bale to be supplied by Messrs. Fletcher & Co. In my opinion Messrs. Fletcher & Co. were justified according to the terms of the contract in refusing the muster bale at Messrs. Fletcher & Co.'s. In this case I am certain that the moistness was artificial.

To the Court :—Previous to the arbitration I heard Mr. Downie say in his dining-room that he would take good Shanghai cotton from Messrs. Somerville Primrose & Co. in fulfilment of the contract. Afterwards, however, there was some dispute, and Mr. Downie then said that he would keep to the terms of the contract.

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The muster bale sent to Messrs. Fletcher & Co. and examined by Mr. Dunn was brought into Court for inspection.

E. F. DUNCANSON, said:—I belong to the house of Messrs. Gibb, Livingston & Co. and have had considerable experience in cotton. I was asked to attend at the arbitration on the part of Messrs. Fletcher & Co. on the 15th October. I examined in all about ten bales; some of which were pointed out by Mr. Dunn and some by myself, and taken out of the lot by Messrs. Somerville Primrose & Co.'s godown-man. On examination I found that the staple was good, but that it was neither clean nor dry. Mr. Dunn perfectly agreed with my opinion. He sent me a written report which I approved and signed.

To Mr. Myburgh.—I would undertake to say there was two per cent of water more than the natural moisture. I will undertake to say there were three cattles of artificial moisture in it. I have never yet attempted to dry cotton with three cattles of water in it. After some experience it is easy to tell by the hand the amount of water that there is in it. I have found the opinion of persons in Shanghai not to be a practical question of the quality of cotton. I have sold cotton which I myself rejected, to others as best dry Shanghai cotton. I believe at the beginning of last year almost any quality cotton was received. The cotton in the godown might perhaps have been received all through last year, by most people in Shanghai, as best dry Shanghai cotton.

To Mr. Robinson:—I have known very bad cotton received as good cargo cotton. I have not found the opinion of persons of experience differ with regard to cotton.

To the Court:—I detected the presence of artificial moisture in the bale, by putting my hand into the bale, drawing out some of the cotton, and judging by the moisture left on my hand. The water was probably put into the centre of the bale by the means of a bamboo by the Chinamen. It is put put into the centre to avoid observation. I am aware that cotton sweats. It would sweat towards the centre. I don't know that newly picked cotton would sweat more than that which has been picked for some time. I have never detected sweating in a native pressed bale, only in dressed bales. I have sold plenty of Indian cotton. I have never known it sweat. I don't think the natural moisture of the cotton would lead to sweating.

H. Stewart said:—I am a partner in Messrs. Turner & Co. I made a contract in September with Messrs. Fletcher & Co. for 1000 bales of cotton at Tls. 21, deliverable before the end of October. I inspected three hundred bales of cotton in Messrs Somerville, Primrose & Co.'s godowns. This was at the time of the arbitration. The cotton was too damp to ship. I think Messrs Fletcher & Co. were justified in rejecting it. Cotton, when packed wet and thus rendered dark in color, if placed in the sun while still damp becomes tolerably white again. The native bales are stamped down with the feet and are made pretty hard. The muster bale sent by Messrs. Somerville, Primrose & Co. was not equal to best dry Shanghai cotton. I sent up a bale of best cotton to compare with it, and the two bore no comparison.

To Mr. Myburgh:—I had a contract with Fletcher & Co. for one hundred bales of good dry Shanghai cotton. It was made about the middle of September. I don't think the cotton rose in September. I don't think it fluctuated much. My contract was for good dry Shanghai cotton at 21 Taels. I did not know that Fletcher & Co.'s contract with Somerville Primrose & Co. was for best dry cotton at Tls. 19.25. That price was, I think, low, but there were a good many circumstances connected with the transaction which might affect it. I rejected the cotton three times. I think about the 15th of October, Fletcher & Co. sent a muster bale and I accepted it. I received about 350 piculs. I refused to accept the rest, because they were pressed bales. I do not think my refusal was frivolous. We had other contracts—we had one with Dadabhoy & Co., and they did not attempt to deliver. I decline to answer whether I had any other contract. I did not buy any cotton from the time of the arbitration to the end of November. (Witness then mentioned that he had had another contract with Dent & Co.) I did not refuse the cotton. I said I would refer it to arbitration. I have shipped cotton comparatively largely. I have shipped better cotton than that in question, at current market rates. An experiment was tried with cotton that had been lying in my office, and was found to contain 7 or 8 per cent of moisture. This was dry cotton. I am no judge of staple—the staple has nothing to do with dryness.

To Mr. Robinson:—I have no doubt that the cotton in question contained more moisture than 7 per cent. It must have been artificially moistened.

J. R. Fraser:—I have had considerable experience in cotton both here and in Liverpool. I was in business nine years in Liverpool, and was familiar with the market. I got advice of one lot of Chinese cotton having lost 18 per cent in weight, in shipment home. The ordinary qualities of cotton in Shanghai are best dry, fine dry, good dry, and lastly, fair or any description of cotton. Best dry Shanghai cotton can generally be procured in the country by giving a little higher than the ordinary market rates. Some Ningpo cotton is superior to Shanghai. I was not aware of the existence of the contract in this case until it was brought into Court. Mr. Primrose asked me to inspect cotton in his godown early in October; it must have been before the 15th as nearly as I can recollect. The cotton which I there saw was not best dry Shanghai cotton; but I did not look very particularly at it. I have seen Chinamen lay cotton in the sun to dry, and after taking out the seeds, wet it. That which is intended for the foreign market is wetted; that which is intended for native consumption is not so. During October I asked Mr. Primrose whether he had any cotton to sell at Tls. 19 of the best dry quality, and he said he had some coming down. I remember mentioning a lot of 500 bales. I would have bought this any time during October, if Mr. Primrose would have sold it. Mr. Brand asked me to inspect the muster bale which had been sent by Messrs. Fletcher & Co. I thought it was wet and that it was not clean enough to be entitled to be called "best" Shanghai dry cotton. I sold a parcel of better cotton for Tls. 20.60 only as "good."

To Mr. Myburgh.—I swear I did not sell the cotton at Tls. 20.60 at auction. I have sold about 1,800 bales of best Shanghai dry cotton since September. I do not wish to disclose my purchasers' names.

Mr. Myburgh insisted that the witness should disclose his purchasers, as he doubted his credibility. The Court hardly thought Mr. Fraser could be called on to disclose his business. Mr. Myburgh said he had a right in law to insist that he should do so, and quoted authority in support of his statement. His client had informed him that every word Mr. Fraser stated was false. Mr. Robinson opposed Mr. Myburgh's request, and at the wish of the Court, the question was withdrawn. Mr. Myburgh then intimated that Mr. Primrose was ready to contradict Mr. Fraser's evidence on oath.

J. Primrose, recalled:—Up to the 15th October, Mr. Fraser never asked me to sell him any cotton. I do not remember ever having asked Mr. Fraser to inspect cotton. He never told me that he had any objection to cotton in my godown. During the month of October, I swear that Mr. Fraser never offered me Tls. 19 or any other sum for cotton. I never offered him any cotton as a broker.

To Mr. Robinson:—I never saw Mr. Fraser up to 15th October on business.

Mr. Robinson handed in a note written to Mr. Fraser by Mr. Primrose on the 18th, requesting him to call.

Mr. Robinson said that after the patient attention paid by the Court to the evidence, he would not weary them either with a recapitulation of his opening remarks, or of the details of his case. Leaving aside then the more technical questions of non-tender and non-possession of the cotton, and the virtual abandonment of the contract on the 21st October by the plaintiffs, the case resolved itself into the simple question, whether the cotton tendered by the plaintiffs was entitled to be considered "best dry Shanghai cotton." On that question, the only evidence they had, leaving aside the 100 bales accepted, was as to one parcel of 316 bales, and the single sample bale tendered on the 1st October. All the other cotton was rejected by the defendants, and that rejection was acquiesced in by the plaintiffs, so that it must be taken to have been properly rejected. Then as to the 316 bales, the Court had the opinion of two gentlemen well known to them, deliberately chosen by the parties as arbiters, who had much better opportunities of judging than the Court could have, and who thought the plaintiffs' cotton was unduly damp and therefore not "best dry Shanghai cotton." He trusted that, as a matter of good faith, the Court would not allow the decision to be questioned. Then as to the sample bale of the 18th October, besides the plaintiff's admission that it was not superior to the 316 bales, the Court had the opinion of the arbitrator named by the plaintiffs themselves that it was not up to the contract standard. It seemed to him that the onus lay on the Chinese to add the water to their cotton to increase its weight, lay at the bottom of this and similar disputes, and he hoped that the judgment of the Court in this case would tend to convince them that the result of their continuing so injurious and dishonest a practice would be to throw their cotton back on their own hands.

Mr. Myburgh would occupy the attention of the Court very little longer than his friend had done. He submitted that his client was entitled to judgment in his favour on the question of breach of contract, and also to the damages sued for. There had been contradiction in the evidence brought forward in this case, as there was in all cases where experts were examined. The witnesses for the defence had themselves admitted that it was difficult to find any two people of the same opinion regarding any one bale of cotton. All those adduced for the plaintiffs had stated their opinion that the muster bale produced in Court and the lot of cotton they examined in Messrs. Somerville Primrose & Co.'s godown was such as they would have accepted had they been buying. It was for the Court to decide whether their testimony or that for the defence were better worth. He (Mr. Myburgh) contended that the witnesses for the plaintiffs were better judges, because their judgment was not warped as had been that of the gentlemen brought forward by the defendants. The latter had suffered through the malpractice of Chinamen in wetting cotton, and wished suddenly to introduce an entirely new system. They had now determined to reject cotton which would formerly have been accepted as "best dry Shanghai cotton." The contract had been made in perfect good faith by Messrs. Somerville Primrose & Co.; and Mr. Dulcken had shown that every effort had been made to carry it out; while Mr. Primrose had testified that, before entering into it, he had contracted with a respectable Chinaman with whom he had had previous dealings, to furnish him with large supplies. It was impossible to allege that the plaintiffs had not done their utmost to procure the best cotton, and if it were held that they had succeeded, Messrs. Fletcher & Co must be held to have broken their agreement. Cotton was called by a number of different names which all meant the best procurable. It might be possible to get here or there 100 bales artificially dried and so clean that not a seed remained in it; but a man who contracted to supply 1,000 bales did not anticipate being compelled to travel over a radius of 500 miles to pick up specimens of this quality. He got the best procurable. The case of Jocelyn *versus* Irving laid down that damages on breach of contract should be assessed on the difference between the market price and the price named in the contract. With these remarks, he left his case confidently in the hands of the Court.

Judgment was reserved.

MISCELLANEOUS.

NOTICE.

報新海上

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Shanghai, May, 1863.

SHIPPING INTELLIGENCE.

ARRIVALS.

Date.	Vessels.	Flag & Rig.	Tons	Captain.	From	Sailed	Cargo.	Consignees.
Jan 13	Maria	B. str.	154	Farquhar	Fuchau & N'p	Ja 8.11	General	Order
" 13	Hoqua-ng	A. str.	1330	Johnson	Hankow	Jan 10	General	Russell and Co
" 13	Five Queen	Br str	1113	Johnson	Hankow	Jan 12	General	Lindsay and Co
" 13	Kiangse	A. str.	574	Simmons	Ningpo	Jan 10		Russell and Co
" 13	Rgi	Fr ba	321	Pontac	Nagasaki		General	Vaucher, Frères
" 13	B Banner	A. bark	382		Fuchau	Dec 31	Poles	Order
" 14	Five Dart	A. str.	420	West	Ningpo	Jan 13	General	Augustine Heard and Co
" 14	Fei-na	B. str.	121	Buckland	Ningpo	" 12	do	Moses and Co
" 14	Grenadier	B. bark		Miller	Formosa	" 7	Coals	&c Smith, Kennedy and Co
" 14	Kingsan	B. ship		Wills	Fuchau		General	Upser
" 15	Star	A. bq		Sparrow	Nagasaki		Coals	Angel and Co
" 15	Empress Eugene	B. ship		Collins	Sunderland		Coals	Boujau, Hübener & Co
" 15	Pem-roke	A. str.	213	Johnson	Nagasaki		General	Russell and Co
" 15	Kiangse	A. str.	574	Simmons	Ningpo			Russell and Co
" 16	Chuntpa	B. str.	121	Reiach	Ningpo	Jan 13	General	David Sassoon Sons & Co
" 17	Tombaston	B. str.	934	Vincent	Hongkong	Jan 10	General	Gibb, Livingston and Co
" 18	Fei-na	B. str.	121	Buckland	Ningpo	Jan 15		Augustine Heard and Co
" 18	Kiangs-a	A. str.	547	Simmons	Sydney	Nov 7	Coals	Fraser and Co
" 18	Caroline Coventry	B. bark	888	Jones	Ningpo		do	Moses and Co
" 18	Fei-na	B. str.	121	Buckland	Ningpo	Jan 17		Russell and Co
" 18	Kiangs-a	A. str.	547	Simmons	Ningpo	Jan 12		
" 18	Rattler	H.M.S.		Will	Fuchau	Jan 11	Poles, &c	Wm. Pustan and Co
" 18	Loofing	Ha bk	806	Mortenson	Fuchau	Jan 10	General	Wm. Pustan and Co
" 18	Pathfinder	Ha. bk	350	Stormand	Fuchau	Nov 24	Pallast	Smith, Kennedy and Co
" 19	Surat	B. ship	999	Dunlop	Amoy-land	Nov 24	Coals	Gibb, Livingston and Co
" 19	Santon	B. bark	516	Crepuell	Sydney	Nov 24	Coals	Gibb, Livingston and Co
" 19	Tun-sin	B. str.	600	Bound	Ningpo	Jan 18	General	Geo Barnet and Co
" 19	Aden	B. str.	307	Soames	Hongkong	Jan 15	Malls, &c	E. Warden, Agt. P. & O. Co

* With Mails.

DEPARTURES.

From the anchorage.

Date.	Vessels.	Flag & Rig.	Tons	Captain.	Destination.	Cargo.	Despatched by
Jan 13	Poyang	A. str.	827	Blanchard	H'kow & Ports		Olyphant and Co
" 13	Kiangs-a	A. str.	547	Simmons	Ningpo	Sun., &c	Russell and Co
" 14	Tun-sin	Br str	600	Bound	Ningpo	Part O'al	Geo. Barnet and Co
" 14	Express	B. str.	481	Castilla	H'kow & Ports		Jardine, Matheson & Co
" 14	Emperor	B. str.	160	Mooney	Ningpo	Re-expts.	Jardine, Matheson &Co
" 14	Five Dar	A. str.	420	West	Ningpo	Sun. &c.	Augustine Heard and Co
" 14	Whampoa	B. str.	115	Batten	Ningpo	Ballast	David Sassoon, Sons and Co
" 15	Nepaul	B. str.	541	Wilkinson	Hongkong	Sun &c	E. Warden, Agent P. and O. Co
" 15	Pauo-anna	B. str.	2000	McQueen	H'kow & Ports		Dent and Co
" 16	Spray of the Ocean	B. ship	805	Haughton	Singapore	Ballast	W. R. Adamson and Co
" 16	Sazuma	B. bark	282	Glover	Nagasaki		Glover and Co
" 16	Tynemouth	B. str.	1142	Forster	Hongkong	Tea, &c	Lindsay and Co
" 16	Kiangs-a	A. str.	574	Simmons	Ningpo	C'ton &c	Russell and Co
" 17	John Cobbold	B. bark	220	Worm	Swatow	C'ton, &c	Rebhoff, Tate and Co
" 17	Fabiglist	B. ship	504	Buster	Hongkong	Ballast	Huis, Tate and Co
" 17	Johnsons Christoph	Da. bg	272	Wehrmann	Hongkong	C'ton &c	Siemssen and Co
" 17	J. W. Seaver	A bark	259	Snow	Yokohama	Sun. &c.	Augustine Heard and Co
" 17	Fire Dart	B. str.	420	West	Ningpo	Opt., &c	Augustine Heard and Co
" 17	Whampoa	B. str.	115	Batten	Ningpo	Ballast	David Sassoon, Sons and Co
" 17	Annette	B. str.	539	Jones	Hongkong	C'ton &c	Gibb, Livingston and Co
" 18	Mary Glover	B. ship	503	Hughes	Ningpo	Ballast	Fraser and Co
" 18	Fire Dart	A. str.	420	West	Ningpo	Opt., &c	Augustine Heard and Co
" 18	Feima	B. str.	121	Buckland	Ningpo	Ballast	Moses and Co
" 18	Kiangse	A. str.	574	Simmons	Ningpo	Opt., &c	Russell and Co
" 18	Five Queen	B. str	1113	Johnson	H'kow & Ports		Lindsay and Co
" 18	Sir Harry Parkes	B. str	846	Cull	Nagasaki	Sun. etc	Shaw, Brothers and Co
" 18	Shoosy-leen	B. str.	102	Mann	Hongkong	Tea, &c	Dan and Co
" 18	Teenchang	B. str.	130	Gullist	Hongkong	Sun. etc	Smith, Kennedy and Co
" 19	Spes	B. ship	306	Howleson	Liverpool	C'ton. etc	Gibb, Livingston and Co

SHIPPING IN HARBOUR AND AT WOOSUNG, DECEMBER 31, 1864.

MERCHANT STEAMERS.

Vessels.	Date of Arrival	Flag & Rig.	Tons	Captains.	Consignees.	Destination.	Intended despatch
Aden	Jan 19	Br. str.	307	Soames	E. Warden, Agent P. and O. Co		
Anna	Aug 26	A. str.	63		H. Fegg and Co	Laid up	
Australian	Dec 25	B. str.	729	Hamlin	Dow and Co	Nagasaki	Imdt
Ho-Peng	June 14	Chi. str	73	Cochran		Laid up	Imdt
City of Nantes	Oct 20	B. str.	204	Gibson	Dow and Co		
Confucius	Jan 6	Chi. str			Ningpo		
Cricket	June 1	Au. str	81			Laid up	
Danbarton	Jan 17	B. str	954	Vincent	Gibb, Livingston and Co	Hongkong	To-day
Enterprise		A. str.	107		H. Fegg and Co	Laid up	
Formosa	Jan 9	B. str	600	Cates	E. Warden, Agent P. and O. Co		
Faust		A. str.	59		Jardine, Matheson and Co		
Estella	Dec 15	B. str.	179	Randal	Nichol Latimer and Co		
Firefly					Chinese Government		
Foh-kien	May 30	B. str.	923	Johnson	Russell and Co	Repairs	
Gazelle					Wheelock and Co		
Iarsie		Prus. str	30	Hoffmann	Smith, Kennedy and Co		
Grand Queen	Nov 18	B. str	121	Sutherland	F. R. Gauwell		
Huquong	Jan 17	A. str.	1330	Johnson	Russell and Co	H'kow & Ports	17th inst
King-soong	Aug 15	A. str.	945	West	Augustine Heard and Co	Laid up	
Little Mary	May 23	B. str.			Lamount		
Maria	Jan 13	B. str.	154	Farquhar	Order		
Mandarin	June 27	B. str.	93		J. H. Wignall and Co		
Mercury	June 28	B. str.		Baynton	Reid and Co	Fuchau	Early
Mogune	Dec 21	A. str.	1200	Barton	Fletcher and Co		
Nou Creina		B. str.	93				
Pembroke	Jan 15	A. str.	243	Johnson	Russell and Co	Nagasaki	Imdt
Pioto	Jan 12	B. str		Pine			
Pou-han	July 23	Chi. str		Hoare	Chinese		
Rose	June 22	A. str.					
Shandon	May 9	H. str.	114		Moses and Co	Laid up	
Taupang-nyo	Jan 9	Br str	517	Grindle	Trautmann and Co		
Tsuen					Wheelock and Co		
Tak-wah	Feb 19	A. str.	14	5	H. Fegg and Co		
Textile	Feb 19	A. str.	60	Lowell	Russell and Co		
Vulcan	Dec 15	B. str.		Pendleton	Lindsay and Co		
Vulcan		B. str.	123		Smith, Kennedy and Co		
Willamette	Jan 9	Chi str.					
Wan-Loong-Pai		B. str.	601	Robb	Geo. Barnet and Co		
Wokee	Dec 27	B. str.	41	Orkney	Dow and Co		

39 *Steamers.*] * With Mails

MERCHANT VESSELS.

Vessels.	Date of Arrival	Flag Rig.	Tons	Captain.	Consignees.	Destination	Intended despatch
Argonaut	Jan 11	Du. bk	353	Dryer	T. Kroes and Co	Fuchau	To-day
A. Knakenbush	Oct 31	Hal. bk	238	Corsen	Boujau, Hubener and Co		
Agamemnon	Oct 24	B. ship	833	Gorge	Russell and Co		
Alice	Aug 17	B bark		Howe	H. B. Came and Co		
Amoy Trader	Sept 3	Prus scr	169	Wulthrand	Wm. Pustan and Co	North	To-day
Ann	Dec 19	B. brig	253	Stephen	Augustine Heard and Co		
Antipodes	Dec 28	B. bark	593	Coles	Smith, Kennedy and Co		
Ark	May 21	A bark	266	Luce	Augustine Heard and Co		
B. Banner	Jan 13	B. bark	382		Order		
Barnam	Jan 11	H.M.S					
Bertha	Jan 11	Han b.	125	Jacobsen	Siemssen and Co		
Beatrice	Sept 21	B. bark	419	Marson	Lindsay and Co		
Belle		B. schr	115				
Belle	Dec 30	B. bark					
Bentenue	Nov 11	B bark	414	Keay	Nichol Latimer and Co	London	Early
Caroline Coventry	Jan 18	B. ship	888	Jones	Fraser and Co		
Congo	Jan 9	Ha. bk	252	Deuse	Wm. Pustan and Co	Hongkong	To-day
Cathrine	Jan 10	B. bark	414	Lowe	Dent and Co		
Ocean Bank	Sept 5	B. ship	676	Sanderson	Russell and Co		
Carrisel	Dec 27	B. bark	298	Ley	Smith, Kennedy and Co		
Catalpa	Aug 15	A bark	240	Stevens	Allen and Co	Liverpool	Imdt
Celestial	Oct 8	B. ship	401	Robinson	Gibb, Livingston and Co		
Chetap	Nov 11	B bark	746	Reid	Fletcher and Co		
Clarendon	Dec 11	B. ship	650	King	Smith, Kennedy and Co		
Concurrent	July 16		239				
Constance	Aug 6	B. bark	324	Smith	Dadabhoy and Co	Liverpool	Early
Countess Russell	Aug 17	B. ship	984	Thompson	Dupont and Co	London	Imdt
Durban	Jan 11	B. bark	396	Johnson	Johnson and Co		
Dolphin	Dec 13	B bark	296	Withers	Dent and Co		
Keepas	Jan 12	B. brig	303	Cunman	A. R. Tits and Co	Hongkong	Imdt
Empress Eugenie	Jan 15	B. ship	566	Collin	Boujau, Hubener and Co		
Fiorita	Oct 26	B. ship	445	Murray	Fletcher and Co	New York	Early
Grenadier	Jan 14	B. bark		Miller	Smith, Kennedy and Co		
Gunjara	Jan 12	Fr bk	271	Baffin	Wm. Pustan and Co	Yokohama	Early
Gassanopa	Dec 30	B ship	875	Michl	Sardine Matheson and Co		
Huntress	Jan 10	Am b.	353	Ahetzen	Augustine Heard and Co	Swatow	
Hairpon		Hr. sch		Knudsen			
Her Majesty	Aug 17	B. ship	111	Seymour	Dadabhoy and Co	Liverpool	Early
J. C. Munro	Oct 19	B ship	612	Wood	Lindsay and Co		
James Miller	Nov 30	A. sch.	121	Carbonell	Angel and Co		
Jane Leech	Nov 13	B. ship	903	Hingham	Smith, Kennedy and Co		
John Nicholson	Nov 2	B. ship	685	Jefferson	Jardine, Matheson and Co		
Jubilee	Oct 20	B. ship	764	Grant	Fletcher and Co	London	Early
Julia	Sept 19	Fr bk			Vaucher, Frères		
Kingsan	Jan 14	B. ship		Wills	Order		
Kelly Chief	Sept 15	B. schr	186	James	Order		
Kate Chesther	Nov 9	B bark	372	Johnson	Order		
Loding	Jan 18	Ha. bk	306	Mortensen	Wm. Pustan and Co		
Leopard		H.M.S					
Lady McNaght'n	July 6	B. ship	570		Geo. Barnet and Co		
Lalla Rookh	Dec 28	B. ship	369	Campbell	A. R. Tilby and Co		
Loofing	Oct 16	Pru b.	246	Dunn	Oxford and Co		
Lord Palmerston	Nov 30	B. bark	343	McCready	Angel and Co		
Lucy E. Ashby	Nov 15	B. bark	346	Ashby	Smith, Kennedy and Co		
Magic McLean	Dec 12	B. bark	272	Stewart	Dent and Co	S. F'co v. K'ns	13th inst
Mathilde	Nov 28	Ha. bk			Dow and Co	Nagasaki	Imdt
Morning Star	Dec 13	B. ship	562	Johnston	Fraser and Co		
Naomi	Nov 2	B. ship	709	Sayers	Lindsay and Co	London	Early
Ocean Gem	Dec 12	B. bark	342	Sebury	Russell and Co		
Pathfinder	Jan 18	Ha. bk	350	Stormand	Wm. Pustan and Co		
Pearl	Jan 7	B. schr	103	Theer	Jardine, Matheson and Co		
Petrol	Jan 3	B. chr	250		Dent and Co		
Palmlee	Jan 11	B. ship			Jardine, Matheson and Co		
Princess of Wales	Oct 16	B. bark	353	Barron	Fletcher and Co	Montreal	Imdt
Queensbury	Nov 11	B. ship	633	Simmie	A. Ellissen and Co		
Quick	Dec 4	B. brig	220	Vébert	Boujau, Hubener and Co		
Quivive		B. schr	107	Brown	David Sassoon, Sons and Co		
Rattler	Jan 18	H.M.S		Will			
Rigi	Jan 13	Fr bk	322	Pontac	Vaucher, Frères		
Resolute	Dec 13	B. ship	634	Merrivery	Gilman and Co		
Robur	Jan 12	Fr sh	452	Baudiet	Oxford and Co		
Rella	July 2	B. brig	144	Roberts			
Surat	Jan 19	B. ship	999	Dunlop	Smith, Kennedy and Co		
Santon	Jan 19	B. bark	516	Crepuell	Gibb, Livingston and Co		
Star	Jan 18	A. brig		Sparrow	Angel and Co	Nagasaki	Early
Stanley	Jan 8	B bark	384	Doughly	Dow and Co		
Star King	Jan 18	Am. bk	428	Smith	Angel and Co	Chefoo	Imdt
St. Julien	Dec 25	Fr bk	240		Vaucher, Frères		
Sailor Home	Aug 31	B. ship	1246	Bryant	D. Khoboo and Co	Liverpool	12st inst
Sherbourne	Nov 23	B. bark	372	Lowe	Jardine, Matheson and Co		
Spirit of Trade	Nov 12	B. bark	323	Simpson	Smith, Kennedy and Co	Liverpool	Early
Star Queen	Nov 17	B. ship	760	Shergould	Smith, Kennedy and Co		
Stewart Wortly	Nov 19	B. ship	791	Nicholson	Jardine, Matheson and Co		
Thos. Dryden	Dec 19	B. bark	456	Brown	Order		
Tampo	Dec 26	Spa bq	307	Ceaya	Phillips, Moore and Co		
Ukiu	Jan 3	Sian bk	700	Huwtinen	Smith, Kennedyand Co		
Wooning	Jan 9	B ship	729	Colebank			
Wm. Methuish	Dec 23	B. ship	707	Duff	Smith, Kennedy and Co		

88 *Vessels.*]

HULKS.

Name	Commander	Flag	Tons	Agents
Berwick Walls		(Floating Hospital)		
Bethel				
Loulaa		British ship	90	Wheelock and Co
Melbourne	Friday	British barque	594	Shaw, Brothers and Co
Nanphai		British ship	443	Harbor Master
Nimrod		British barque	261	H. I. M.'s Customs
Phillip I	Oakman	American barque	293	A. L. Freeman
Pons Ælle	Bengtehole	British barque	498	A. R. Tilby and Co
Rose				F. R. Gauwell
Samuel Stoddart				

TUG BOATS PLYING FOR HIRE.

Name	Commander	Flag	Tons	Agents
Bunker Hill	Dobbyn	American steamer	63	Augustine Heard and Co
Fei Yuen	Erickson	British steamer		Shanghai Tug and Lighter Co
Fokelin	Skene	British steamer	70	Captain Partridge
Hercules	Parks	British steamer		Wheelock and Co
Little Orphan	Benning	American steamer	160	Augustine Heard and Co
Martin White	Parkes	American steamer	100	H. Fegg and Co
Powerful	Ryder	Hon. steamer	80	Wm. Pustan and Co
Tiger	Cooley	British steamer		Smith, Kennedy and Co

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SHANGHAI TEA, SILK, COTTON AND OPIUM RETURNS FOR SEASON 1865.

From Imperial Maritime Customs.

TEA.

GREAT BRITAIN.

Ship.	Cleared	Destination	Congou.	Souchong.	Oolung.	Flowery Pekoe.	Brick.	Total Black.	Japan Unclassed.	Sorts.	Young Hyson.	Hyson.	Hyson Skin.	Twankay.	Imperial.	Gun Powder.	Total Green.
Total as per last Report			5322.53	..	...	22.15	96.00	5440.68	...	28.30	404.44	45.23	...	80.78	267.21	547.38	1373.34
S. of the Deep,	Jan. 6	London.	2990.93	...	...	...	...	2990.93	..	1303.93	668.30	50.55	...	74.64	127.67	445.89	2670.98
		Piculs.....	8313.46	...	...	22.15	96.00	8431.61	...	1332.23	1072.74	95.78	...	155.42	394.88	993.27	4044.32

HONGKONG AND COAST PORTS.

Ship	Cleared	Destination	Congou	Souchong	Oolung.	Flowery Pekoe.	Brick.	Total Black.	Japan Unclassed.	Sorts.	Young Hyson.	Hyson.	Hyson Skin.	Twankay.	Imperial.	Gun Powder.	Total Green.
Total as per last report			...	...	...	...	...	...	...	...	...	165.19	...	...	...	...	165.19
Dumbarton,	Jan. 7	Hongkong	...	...	...	...	...	...	...	...	...	86	...	...	...	...	86
Nanzing,	,, 10	do.	...	...	...	...	...	...	...	...	...	235.41	...	...	...	...	235.41
Cadiz,	,, 12	do.	1.35	...	...	...	...	1.35	...	...	...	...	...	...	...	...	...
Shoey-leen,	,, 18	do.	...	...	...	...	...	...	...	...	...	42.13	...	...	...	...	42.13
		Piculs.....	1.35	...	...	...	...	1.35	...	...	...	443.59	...	...	...	..	443.59

MONTREAL.

Ship.	Cleared.	Destination.	Congou.	Souchong.	Oolung.	Flowery Pekoe.	Brick.	Total Black.	Japan Unclassed.	Sorts.	Young Hyson.	Hyson.	Hyson Skin.	Twankay.	Imperial.	Gun Powder.	Total Green
Total as per last			...	207.12	...	...	...	207.12	...	...	1736.81	191.49	...	147.61	477.34	396.76	2950.01
P. of Wales,	Jan. 13	Montreal,	...	...	...	...	...	...	...	...	1516.74	294.03	...	90.72	249.78	1116.33	3267 60
Shelbourne,	,, 18	do.	...	...	...	...	...	...	...	87.17	1956.75	107.03	...	149.09	111.24	600.28	2911.56
			...	207 12	...	...	...	207.12	...	87.17	5210.30	592.55	...	387.42	838.36	2013.37	9129.17

SILK.

GREAT BRITAIN.

Ship	Cleared	Destination	Raw		Thrown		Total		Japan Re-exports		Japan Transhipment		Coarse.	Refuse.		Cocoons.	
			Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls. Pls.	Bales	Piculs	Bales	Piculs.
Total as per last Report			.....		.....		.....		52	6.00	.....		.....	13	24.87	.....	
Cadiz	Jan. 12	London	196	162.40	.....		196	162.40	..	..	753	...	.....	..	..	.....	
			.....		.....		.....		..	..	.....		.....	..	..	.....	
			.....		.....		.....		..	..	.....		.....	..	..	.....	
			.....		.....		.....		..	..	.....		.....	..	..	.....	
			196	162 40	.....		196	162 40	52	6.00	753	...	.....	13	24.87	.....	

HONGKONG.

Ship	Cleared	Destination	Raw		Thrown		Total.		Japan Re-exports		Japan Transhipments		Coarse		Refuse		Cocoons	
			Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls	Pls	Bales	Piculs	Bales	Piculs
Glengyle,	Jan. 3	Hongkong	5	3.70	....		....		....		....		..		....		....	
			....		....		....		....		....		..		....		....	
			....		....		....		....		....		..		....		....	
			5	3 70	....		....		....		....		..		....		....	

COAST PORTS.

Ship.	Cleared	Destination	Raw.		Thrown		Total.		Japan Re-exports		Japan Transhipments		Coarse		Refuse		Cocoons	
			Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls.	Pls.	Bales	Piculs	Bales	Piculs
Kiangse,	Jan. 12	Ningpo	1	37	....		1	37	.....		....		..	..	....		....	
			..	..	....		..	..	....		....		..	..	....		....	
			1	37	....		1	37	....		....		..	..	....		.....	

UNITED STATES.

Ship	Cleared	Destination	Raw.		Thrown		Total		Japan Re-exports		Japan Transhipments		Coarse		Refuse		Cocoons	
			Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls.	Pls	Bales	Piculs	Bales	Piculs
C. Babuyan	Nov. 22	New York	..	.....	....		..	.....	....		....		..		..	....	....	
			..	....	.....		...	.....	.....		.....		..		..	....	....	

THE CONTINENT.

Ship.	Cleared	Destination	Raw		Thrown		Total		Japan. Re-exports		Japan. Transhipment		Coarse		Refuse		Cocoons	
			Bales.	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bales	Piculs	Bls	Pls.	Bales	Piculs	Bls.	Pls.
Cadiz,	Jan. 12	Marseilles	146	116.78	.....		146	116.78	....		....	....	....		....		....	
			..	....	.....		..	....	....		....	....	.....		..	....	....	
			..	....	.....		..	....	....		....	....	....		....		....	
			116	116.78	.....		146	116.78	....		....	....	....		....	..	....	

INDIA.

Ship.	Cleared	Destination	Raw.		Total	
			Bales	Picul	Bales	Piculs
Cadiz.....	Jan.12	Bombay	17	13.60	17	13.60
			17	13.60	17	1 3 60

COTTON.

Ship.	Cleared	Great Britain.			Hongkong.			Coast Ports.			India.			America.			Total.
		Export	Re-export	Transhipped	Export	Re-export	Transhipped	Export	Re-export	Transhipped	Export	Re-export	Transhipped	Export	Re-export	Transhipped	Piculs.
Total as per last Report		15,066	2,090	...	777	...	...	9,196	...	69	434	168	...	...	...	...	28,700
John Cobold	Jan. 14	...	...	...	...	...	...	576	...	...	...	...	...	...	...	...	576
Oriflamme	... 14	...	..	...	100	...	...	85	...	...	...	...	...	...	...	...	185
Johann Cristoff	... 16	...	..	...	...	...	...	834	...	...	...	...	...	...	...	...	834
Annette	... 17	...	...	...	570	...	...	1,383	...	...	...	...	...	...	...	...	1,953
Shoey Leen	... 18	...	...	...	300	...	...	200	...	...	...	...	...	...	...	...	500
Spes	... 18	3,368	...	...	...	...	...	...	...	...	...	...	...	...	...	...	3,368
Tycoon	... 19	...	...	...	...	...	...	657	...	...	...	...	...	...	...	...	657
		19,334	2,090	...	1,747	...	...	12,931	...	69	434	168	...	...	...	...	36,773

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OPIUM

Return for Week ending January 14th, 1865.

IMPORTED.

	Malwa.		*Patna and Benares.*		*Turkey.*		*Persian.*	
	Chests	Weight	Chests	Weight	Chests	Weight	Chests	Weight.
Imported and stored on board Receiving Vessels, ...	106	106.00	35	42.00	..	..	..	..
Imported direct to the shore..	..	..	..	..	..	..	8	8.00
Total..	106	106.00	35	42.00	..	..	8	8.00

	Malwa.		*Patna and Benares.*	
Landed from Receiving Vessels and intended chiefly for	Chests.	Weight.	Chests.	Weight.
Local consumption..	203	203.00	266	319.20
Total ..	203	203.00	266	319.20

RE-EXPORTED.

Description.	*Chinkiang.*		*Kiukiang.*		*Hankow.*		*Chefoo.*		*Tientsin.*		*Newchwang.*		*Ningpo.*		*Foochow.*		*Hongkong.*		*Takao.*		*Total.*	
	Chests.	Weight	Chests.	Weight.	Chests.	Weight.	Chests.	Weight	Chests.	Weight	Chests.	Weight	Chests.	Weight.	Chests.	Weight.	Chests.	Weight.	Chests.	Weight	Chests.	Weight.
Malwa.....	208½	208.50	134	134.00	114	114.00	..	..	..	..	..	..	2	2.00	..	..	..	..	..	..	458½	458.50
Patna & Benares.....	..	..	..	..	38	45.60	..	..	..	..	..	..	4	4.80	..	..	..	..	..	..	42	50.40
..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total....	208½	208.50	134	134.00	152	159.60	..	..	..	..	..	..	6	6.80	..	..	..	..	..	..	500½	508.40

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